

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

IN RE: TRIBUNE COMPANY FRAUDULENT CONVEYANCE
LITIGATION

Consolidated
Multidistrict Action

MARC S. KIRSCHNER, as Litigation Trustee for the TRIBUNE
LITIGATION TRUST,

No. 11 MD 2296 (RJS)

No. 12 MC 2296 (RJS)

Plaintiff,

-against-

DENNIS J. FITZSIMONS, ENRIQUE HERNANDEZ JR., BETSY D. HOLDEN, ROBERT S. MORRISON, WILLIAM A. OSBORN, J. CHRISTOPHER REYES, DUDLEY S. TAFT, MILES D. WHITE, JEFFREY CHANDLER, ROGER GOODAN, WILLIAM STINEHART JR., CHANDLER BIGELOW, DONALD C. GRENEKO, MARK W. HIANIK, DANIEL G. KAZAN, CRANE H. KENNEY, THOMAS D. LEACH, LUIS E. LEWIN, R. MARK MALLORY, HARRY AMSDEN, STEPHEN D. CARVER, THOMAS S. FINKE, ROBERT GREMILLION, DAVID DEAN HILLER, TIMOTHY P. KNIGHT, TIMOTHY J. LANDON, RICHARD H. MALONE, DURHAM J. MONSMA, IRVING L. QUIMBY, JOHN E. REARDON, SCOTT C. SMITH, JOHN J. VITANOVEC, KATHLEEN M. WALTZ, DAVID D. WILLIAMS, JOHN D. WORTHINGTON IV, CHANDLER TRUST NO. 1, SUSAN BABCOCK, JEFFREY CHANDLER, CAMILLA CHANDLER FROST, ROGER GOODAN, WILLIAM STINEHART, JR., JUDY C. WEBB, WARREN B. WILLIAMSON, TRUSTEES; CHANDLER TRUST NO. 2 AND CHANDLER SUB-TRUSTS, SUSAN BABCOCK, JEFFREY CHANDLER, CAMILLA CHANDLER FROST, ROGER GOODAN, WILLIAM STINEHART, JR., JUDY C. WEBB, WARREN B. WILLIAMSON, TRUSTEES; PHILIP CHANDLER RESIDUARY TRUST NO. 2, MAY C. GOODAN TRUST NO. 2, RUTH C. VON PLATEN TRUST NO. 2, DOROTHY B. CHANDLER MARITAL TRUST NO. 2, DOROTHY B. CHANDLER RESIDUARY TRUST NO. 2, HOC TRUST NO. 2 FBO SCOTT HASKINS, HOC TRUST NO. 2 FBO JOHN HASKINS, HOC TRUST NO. 2 FBO ELIZA HASKINS, HOC GST EXEMPT TRUST NO. 2. FBO SCOTT HASKINS, HOC GST EXEMPT TRUST NO. 2. FBO JOHN HASKINS, HOC GST EXEMPT TRUST NO. 2. FBO ELIZA HASKINS, ALBERTA W. CHANDLER MARITAL TRUST NO. 2, EARL E. CROWE TRUST NO. 2, PATRICIA CROWE WARREN

No. 12 CV 2652 (RJS)

**FIFTH AMENDED
COMPLAINT**

RESIDUARY TRUST NO. 2, HELEN GARLAND TRUST NO. 2 (FOR GWENDOLYN GARLAND BABCOCK), HELEN GARLAND TRUST NO. 2 (FOR WILLIAM M. GARLAND III), HELEN GARLAND TRUST NO. 2 (FOR HILLARY DUQUE GARLAND), GARLAND FOUNDATION TRUST NO. 2, MARIAN OTIS CHANDLER TRUST NO. 2, ROBERT R. MCCORMICK FOUNDATION, CANTIGNY FOUNDATION, SAMUEL ZELL, EQUITY GROUP INVESTMENTS, L.L.C., EGI-TRB, L.L.C., SAM INVESTMENT TRUST, TOWER CH, L.L.C., TOWER DC, L.L.C., TOWER DL, L.L.C., TOWER EH, L.L.C., TOWER GREENSPUN DGSPT, LLC, TOWER GREENSPUN JGGSTP, LLC, TOWER GREENSPUN SGFFT, LLC, TOWER GREENSPUN, L.L.C., TOWER HZ, L.L.C., TOWER JB, L.L.C., TOWER JK, L.L.C., TOWER JP, L.L.C., TOWER JS, L.L.C., TOWER KS, L.L.C., TOWER LL, L.L.C., TOWER LM, L.L.C., TOWER LZ, L.L.C., TOWER MH, L.L.C., TOWER MS, L.L.C., TOWER MZ, L.L.C., TOWER NL, L.L.C., TOWER PH, L.L.C., TOWER PT, L.L.C., TOWER SF, L.L.C., TOWER TT, L.L.C., TOWER VC, L.L.C., TOWER WP, L.L.C., GREATBANC TRUST COMPANY, DUFF & PHELPS, LLC, VALUATION RESEARCH CORPORATION, MORGAN STANLEY & CO. LLC f/k/a MORGAN STANLEY & CO. INCORPORATED, MORGAN STANLEY CAPITAL SERVICES, INC., and the defendants listed in the attached Exhibit A,

-and-

AUTOMOBILE MECHANICS' LOCAL 701 PENSION FUND a/k/a AUTOMOBILE MECHANICS' LOCAL NO. 701 UNION AND INDUSTRY PENSION FUND, FRANK W. DENIUS, THE DFA INVESTMENT TRUST COMPANY, GDK INC., HUSSMAN STRATEGIC GROWTH FUND a/k/a THE HUSSMAN INVESTMENT TRUST, JOHN P. HUSSMAN, TRUSTEE, EDWIN R LABUZ IRA, AMERIPRISE TRUST COMPANY f/k/a H&R BLOCK FINANCIAL ADVISORS, CUSTODIAN, DENISE MECK, NATIONWIDE S&P 500 INDEX FUND, A SERIES OF NATIONWIDE MUTUAL FUNDS, NEW YORK STATE TEACHERS RETIREMENT SYSTEM, DOROTHY C. PATTERSON IRREVOCABLE TRUST #2 U/A/D 12-21-93, THE NORTHERN TRUST COMPANY, AS SUCCESSOR TRUSTEE, BLANDINA ROJEK, and VTRADER PRO, LLC, on behalf of themselves and a class of similarly situated persons and legal entities,

Defendants.

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Plaintiff, Marc S. Kirschner, as Litigation Trustee (the “Litigation Trustee”) for the Tribune Litigation Trust (the “Litigation Trust”), on behalf of the Chapter 11 estates of the debtors and debtors-in-possession in the above-captioned Chapter 11 cases (collectively, the “Debtors”),¹ respectfully alleges as follows:

¹ The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, were: Tribune Company (0355); 435 Production Company (8865); 5800 Sunset Productions Inc. (5510); Baltimore Newspaper Networks, Inc. (8258); California Community News Corporation (5306); Candle Holdings Corporation (5626); Channel 20, Inc. (7399); Channel 39, Inc. (5256); Channel 40, Inc. (3844); Chicago Avenue Construction Company (8634); Chicago River Production Company (5434); Chicago Tribune Company (3437); Chicago Tribune Newspapers, Inc. (0439); Chicago Tribune Press Service, Inc. (3167); ChicagoLand Microwave Licensee, Inc. (1579); Chicagoland Publishing Company (3237); Chicagoland Television News, Inc. (1352); Courant Specialty Products, Inc. (9221); Direct Mail Associates, Inc. (6121); Distribution Systems of America, Inc. (3811); Eagle New Media Investments, LLC (6661); Eagle Publishing Investments, LLC (6327); forsalebyowner.com corp. (0219); ForSaleByOwner.com Referral Services, LLC (9205); Fortify Holdings Corporation (5628); Forum Publishing Group, Inc. (2940); Gold Coast Publications, Inc. (5505); GreenCo, Inc. (7416); Heart & Crown Advertising, Inc. (9808); Homeowners Realty, Inc. (1507); Homestead Publishing Co. (4903); Hoy, LLC (8033); Hoy Publications, LLC (2352); InsertCo, Inc. (2663); Internet Foreclosure Service, Inc. (6550); JuliusAir Company, LLC (9479); JuliusAir Company II, LLC; KIAH Inc. (4014); KPLR, Inc. (7943); KSWB Inc. (7035); KTLA Inc. (3404); KWGN Inc. (5347); Los Angeles Times Communications LLC (1324); Los Angeles Times International, Ltd. (6079); Los Angeles Times Newspapers, Inc. (0416); Magic T Music Publishing Company (6522); NBBF, LLC (0893); Neocomm, Inc. (7208); New Mass. Media, Inc. (9553); Newscom Services, Inc. (4817); Newspaper Readers Agency, Inc. (7335); North Michigan Production Company (5466); North Orange Avenue Properties, Inc. (4056); Oak Brook Productions, Inc. (2598); Orlando Sentinel Communications Company (3775); Patuxent Publishing Company (4223); Publishers Forest Products Co. of Washington (4750); Sentinel Communications News Ventures, Inc. (2027); Shepard’s Inc. (7931); Signs of Distinction, Inc. (3603); Southern Connecticut Newspapers, Inc. (1455); Star Community Publishing Group, LLC (5612); Stemweb, Inc. (4276); Sun-Sentinel Company (2684); The Baltimore Sun Company (6880); The Daily Press, Inc. (9368); The Hartford Courant Company (3490); The Morning Call, Inc. (7560); The Other Company LLC (5337); Times Mirror Land and Timber Company (7088); Times Mirror Payroll Processing Company, Inc. (4227); Times Mirror Services Company, Inc. (1326); TMLH 2, Inc. (0720); TMLS I, Inc. (0719); TMS Entertainment Guides, Inc. (6325); Tower Distribution Company (9066); Towering T Music Publishing Company (2470); Tribune Broadcast Holdings, Inc. (4438); Tribune Broadcasting Company (2569); Tribune Broadcasting Holdco, LLC (2534); Tribune Broadcasting News Network, Inc., n/k/a Tribune Washington Bureau Inc. (1088); Tribune California Properties, Inc. (1629); Tribune CNLBC, LLC, f/k/a Chicago National League Ball Club, LLC (0347); Tribune Direct Marketing, Inc. (1479); Tribune Entertainment Company (6232); Tribune Entertainment Production Company (5393); Tribune Finance, LLC (2537); Tribune Finance Service Center, Inc. (7844); Tribune License, Inc. (1035); Tribune Los Angeles, Inc. (4522); Tribune Manhattan Newspaper Holdings, Inc. (7279); Tribune Media Net, Inc. (7847); Tribune Media Services, Inc. (1080); Tribune Network Holdings Company (9936); Tribune New York Newspaper Holdings, LLC (7278); Tribune NM, Inc. (9939); Tribune Publishing Company (9720); Tribune Television Company (1634); Tribune Television Holdings, Inc. (1630); Tribune Television New Orleans, Inc. (4055); Tribune Television Northwest, Inc. (2975); ValuMail, Inc. (9512); Virginia Community Shoppers, LLC (4025); Virginia Gazette Companies, LLC (9587); WATL, LLC (7384); WCCT, Inc., f/k/a WTXN Inc. (1268); WCWN LLC (5982); WDCW Broadcasting, Inc. (8300); WGN Continental Broadcasting Company (9530); WLVI Inc. (8074); and WPIX, Inc. (0191). The Debtors’ corporate headquarters and the mailing address for each of these Debtors is 435 North Michigan Avenue, Chicago, Illinois 60611.

NATURE OF THE ACTION

“[W]hat the Trusts saw was a four-star black-diamond run headed straight downhill. . . . [W]e wanted off the ski slope.”

- William Stinehart, member of Tribune’s Board of Directors and representative of the Chandler Trusts, Tribune’s largest shareholder, describing Tribune’s prospects prior to the leveraged buyout that rescued the Trusts and their fellow shareholders, but buried the Company in ruinous debt.

“God understands, but may not forgive us for what are bout to do to good Olde TRB.”

- Joseph Hays, of the McCormick Foundation, Tribune’s second largest shareholder, on the day Tribune’s Board approved the Company’s LBO.

1. This lawsuit arises out of the destruction of Tribune Company by greed, fraud, and financial chicanery. The facts of this case show how a desire to make fast bucks for shareholders led to the bankruptcy of one of America’s most venerable media companies, with massive job cuts and huge losses for Tribune’s creditors. Under the law, those creditors, which lent billions of dollars to Tribune, were supposed to be paid before the shareholders of the Company. Instead, the wealthy trusts and foundations that controlled Tribune instigated a leveraged buyout that funneled more than \$8 billion to them, other corporate insiders, and thousands of fellow shareholders, enriched the Company’s management with tens of millions of dollars of bonuses and other financial incentives, and paid huge fees to Wall Street advisors. Tribune was left an insolvent wreck, and filed for bankruptcy less than one year after the transaction was completed.

2. By this action, Tribune’s Litigation Trustee seeks to hold responsible those who orchestrated and benefited from what defendant Samuel Zell, the Chicago billionaire at the center of the debacle, called “the deal from hell.” Substantial fault, ranging from gross

negligence to intentional fraud, can be laid at the feet of virtually every participant in the transaction. Consumed by self-interest, these defendants cared not what happened to Tribune and its existing creditors so long as they got their own money out or their fees paid.

3. The defendants here include the members of Tribune's Board of Directors, who collectively received more than \$28 million in LBO proceeds. These directors breached their fiduciary duties of care, loyalty, and good faith in approving a transaction that loaded Tribune with unsustainable levels of debt in order to finance payments to shareholders, including themselves.

4. The Tribune officers named as defendants were rewarded even more richly than Tribune's Board, receiving collectively more than \$79 million in LBO proceeds and special compensation, all contingent on consummation of the LBO. In order to reap this massive windfall, Tribune's managers created and clung to patently unrealistic projections of future earnings to give the illusion that Tribune would be able to handle the avalanche of debt it would incur in the LBO, despite the Company's underperformance in a declining industry. Tribune's financial advisors turned a blind eye to management's transparent manipulations so the advisors could collect the large fees that would be due them only if the deal proceeded. These advisors knew, or were reckless or grossly negligent in not knowing, that the LBO would render Tribune insolvent, but decided to pretend otherwise or keep silent.

5. The directors and officers of Tribune's operating subsidiaries—the entities that owned virtually all of Tribune's assets—permitted the subsidiaries to guarantee the LBO debt incurred by Tribune without so much as a meeting or board vote, despite the fact that the subsidiaries received no value of any kind in exchange for their guarantees. The subsidiary directors and officers thereby advanced the LBO lenders' quest to unfairly prime Tribune's pre-

existing creditors in the event of a bankruptcy, breached their own fiduciary duties to the subsidiaries, and aided and abetted breaches of duties owed by the other defendants.

6. But the biggest beneficiaries of the LBO were Tribune's shareholders who, after seeing their shares drop in value by one-third from 2003 to 2006, were cashed out at a premium price of \$34 per share, with roughly half the shares purchased in June 2007 and the rest in December 2007. Topping the list of the shareholders were the Chandler Trusts, which got \$1.5 billion for their shares. They were followed by the McCormick and Cantigny Foundations—led by Tribune's Chief Executive Officer, Dennis J. FitzSimons—which received more than \$1 billion. Billions of dollars more were distributed to investment funds, trusts, pension funds, wealthy individuals, and others, all of whom “jumped the line” in order improperly to bail out of Tribune ahead of its lawful creditors. (Although there were tens of thousands of shareholders, only the largest ones—those who received at least \$50,000 each—are individually named in this complaint and are included in a proposed defendant class.)

7. From the outset, Tribune was a terrible candidate for a highly leveraged buyout, a form of transaction in which a company's shares are purchased with money borrowed by the corporation itself. Because an LBO encumbers a company with substantial—or, in this case, massive—debt, it is risky even under the best of circumstances. As was contemporaneously acknowledged by many observers, Tribune's LBO was doomed to fail from its inception, as it was effectuated during a time of dramatic, relentless, and irreversible declines in the newspaper industry, which was seeing both advertisers and subscribers abandon traditional print media and migrate to online alternatives. The resulting drop in revenues and profits was universally regarded by industry experts and analysts as a fundamental shift from which the industry could not expect to recover. Tribune, which relied on newspaper publishing for 75% of its revenue,

was suffering not only from this industry-wide decline, but also from Company-specific obstacles that rendered it one of the worst-performing businesses in its sector.

8. Alarmed by the declining value of its investment, Tribune's largest shareholder, the Chandler Trusts, began agitating in 2006 for the Company to consummate a strategic transaction designed to provide value to shareholders. The Trusts were painfully aware of the headwinds facing Tribune. Indeed, one of the Trusts' representatives on Tribune's Board argued that the Company's performance would not improve in the foreseeable future, and that the projections prepared by Tribune management were overly optimistic and unsupportable. The Chandler Trusts warned that if the Tribune Board failed to take prompt action, the Trusts would "begin actively purs[uing] possible changes in Tribune's management."

9. The Company responded in September 2006 by appointing a special committee of directors to explore strategic alternatives. The Special Committee initially concentrated on transactions that would involve the Company incurring relatively modest amounts of additional debt to fund a stock dividend or other deal that would leave Tribune's shareholders—including Tribune's directors and officers—still owning the Company. During this period, while Tribune's fiduciaries still believed they had "skin in the game," the Board and management focused intently on the quality of the Company's financial projections, and sought to ensure that Tribune would be able to service the debt associated with any proposed transaction. Yet these fiduciaries' approach quickly changed when the risk of insolvency was shifted entirely away from themselves and onto Tribune's creditors through the LBO proposed by Zell.

10. Zell submitted his LBO bid for Tribune in February 2007, proposing an unusual takeover structure that would ultimately enable him to obtain control of the multibillion-dollar corporation while investing only \$306 million of his own money in the Company. Zell's deal

called for the Company to increase its total debt from approximately \$5.6 billion to a whopping \$13.7 billion to purchase or redeem its outstanding shares, refinance its existing bank debt, and pay investment banking fees and other costs associated with the transaction. Immediately upon the Company's announcement that it was contemplating the LBO, Wall Street analysts and rating agencies uniformly derided the deal, characterizing it as "way too risky," with many explicitly predicting the LBO would "put the company into bankruptcy."

11. Although Zell's proposal was far riskier to the Company than any transaction the Board and Special Committee had seriously considered in the past, the LBO provided that Tribune's directors, officers, and other shareholders would no longer bear the risk of the Company's failure, since they would be cashed out of the Company entirely. Suddenly, the attitude of Tribune's Board and management toward increased leverage changed. They now became concerned only with ensuring that shareholders would be paid a high price for their shares, regardless of whether the increased share price burdened the Company and its creditors with an unsustainable level of debt. Once presented with an escape route from the Company, Tribune's directors, officers, and controlling shareholders no longer cared about Tribune's survival.

12. In order to give the false impression that the Company's future earnings would be sufficient to service its enormous debt load following the LBO, certain of Tribune's officers prepared fraudulent "base case" financial projections in February 2007, predicting a miraculous, near-term financial recovery by Tribune notwithstanding the deteriorating state of the publishing industry and of Tribune's own business. Seeking to perpetuate the illusion of sound financial health, senior management concealed their projections from many of the executives responsible

for Tribune's day-to-day operations, fearing that such executives would disavow senior management's wildly optimistic, "hockey stick" projections for the coming year.

13. Management's pie-in-the-sky projections were obviously wrong even when they first were circulated in February 2007. Their unreliability was confirmed by the time the first step of the LBO was about to close in June 2007. By then, Tribune's actual results for most of the first two quarters were in. Those results showed that Tribune's performance was already lagging management's 2007 base case by a significant margin, and that meeting management's February projections would have required the Company to first miraculously reverse its decline, and then suddenly and substantially outperform its 2006 performance. Nevertheless, management refused for months to revise the discredited February projections. When Tribune management finally prepared a modified set of projections in October 2007, they offset the expected lower financial performance for the remainder of 2007 by fraudulently increasing the Company's projected growth rate for 2008 and beyond. Tribune's directors, officers, advisors, and Zell continued to cite the rosy projections as a justification for closing the LBO, even after the Company's progressive deterioration showed that it would be virtually impossible for the Company to achieve them.

14. Company advisors Merrill, Lynch, Pierce, Fenner & Smith Incorporated and Citigroup Global Markets, Inc. were incentivized to promote the LBO over other proposals being considered by the Company because their retention agreements expressly provided that they could participate as lenders in the transaction. Providing such financing would enable these banks to reap tens of millions of dollars in financing fees on top of the tens of millions of dollars they were already being paid for their advisory services. They were thus heavily biased in favor of the LBO, which they zealously advocated to the Tribune Board and Special Committee,

notwithstanding that they had significant misgivings about the transaction. Not only did these banks acquiesce in what they knew were unreasonable and unreliable projections engineered by management at both steps of the LBO, Citigroup played an active role in preparing the financial modeling that underlay those inflated projections.

15. Morgan Stanley similarly abdicated its duty in pursuit of an enhanced payday. As a trusted advisor to the Company's Board and its Special Committee, by May 2007 it had been paid more than \$10 million in fees for work relating to the LBO. But Morgan Stanley wanted more—in the form of a discretionary fee spelled out in its engagement letter—and it knew that if the LBO did not proceed, it would get paid nothing else. So while its senior representatives were participating in numerous meetings of the Board and Special Committee concerning the LBO in the fall of 2007, they were simultaneously concealing Morgan Stanley's own internal analyses showing that the Company faced insolvency if the LBO were consummated. With the hope of garnering a discretionary fee upon closing if it kept quiet about the LBO's likely devastating impact, Morgan Stanley chose to abandon its fiduciary duties.

16. Morgan Stanley and its affiliate, Morgan Stanley Capital Services, compounded this wrongful conduct by engaging in an insider trading scheme in which Morgan Stanley, while in possession of material non-public information concerning Tribune's financial condition and bankruptcy plans, purchased the Company's publicly traded debt at a steep discount, with the intent to set off the full face value of the debt against the amount the affiliate owed Tribune under a swap agreement in the event of Tribune's bankruptcy.

17. Both steps of the LBO were conditioned upon the issuance of solvency opinions stating that the Company would be balance-sheet solvent, adequately capitalized, and able to pay its debts as they came due following consummation. This was an opportunity for Tribune's

fiduciaries to halt the LBO if it became apparent that the transaction posed unacceptable risks to the Company. Yet instead of treating the solvency opinion requirement as an opportunity to fully vet the wisdom of the LBO given the Company's steadily worsening financial condition, Tribune's management and the Company's advisors treated it only as an obstacle to circumvent.

18. Tribune originally approached Duff & Phelps to provide a solvency opinion in the event of an LBO, but Duff & Phelps determined it could not do so without violating accepted practices for analyzing company solvency. Still eager for fees, Duff & Phelps agreed to repackage its analysis as a "viability opinion," which it provided to the trustee of the Tribune employee stock ownership plan ("ESOP") that would become the new owner of Tribune after the LBO. With the Duff & Phelps opinion in hand, the ESOP trustee facilitated the LBO by voting all of the ESOP's shares in favor of the transaction instead of seeking to stop it.

19. After yet another firm refused the solvency opinion engagement based on its conclusion that it could not opine that Tribune would be solvent following the LBO, Tribune's management hastily agreed to pay a third firm, Valuation Research Corporation ("VRC"), the highest fee VRC had ever earned for issuing solvency opinions. Tribune's management directed VRC not only to rely on the Company's tainted projections, but also to depart from the accepted definition of fair value—something VRC had never done before—to enable VRC to inflate the Company's value for purposes of finding solvency. Management also instructed VRC to discount the amount of Tribune's subordinated debt obligations for purposes of the solvency analysis. In addition, to induce VRC to issue its solvency opinion at the second step of the LBO, certain Tribune officers misrepresented to VRC that Morgan Stanley had agreed that Tribune would be able to refinance approximately \$8 billion of debt in 2014 and 2015 even if the Company was underperforming its base case projections.

20. The LBO imposed nearly \$14 billion of debt on a Company that, at the time the second step of the LBO closed in December 2007, was worth no more than \$10.4 billion and that, by its own admission, was worth no more than \$7 billion just months later. As many in the financial and newspaper publishing industries predicted, the Company filed for bankruptcy less than one year later, causing enormous loss to the Company and its pre-LBO creditors, who received only cents on the dollar. The goal (and natural consequence) of the LBO—to hinder, delay, and defraud the Company’s existing creditors in order to provide value to the Company’s shareholders ahead of those creditors—had been achieved.

21. The Litigation Trustee therefore brings this action in order to remedy the harm caused by this fraudulent scheme, by compensating Tribune and its unpaid creditors for the wrongs committed by Zell, Tribune’s controlling shareholders, and the director, officer, and advisor defendants in connection with the LBO, and by requiring Tribune’s shareholders to restore to Tribune’s unpaid creditors the priority of payment to which they are legally entitled.

JURISDICTION AND VENUE

22. The United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) has jurisdiction over this adversary proceeding under 28 U.S.C. §§ 157 and 1334 and the Standing Order of the United States District Court for the District of Delaware (the “District of Delaware”) referring to the Bankruptcy Judges of the District of Delaware all cases and proceedings arising under title 11 of the United States Code (the “Bankruptcy Code”).

23. This adversary proceeding constitutes a “core” proceeding as defined in 28 U.S.C. § 157(b)(2)(A). In the event that this or any other appropriate Court finds any part of this adversary proceeding to be “non-core,” Plaintiff consents to the entry of final orders and judgments by the Bankruptcy Court, pursuant to Rule 7008 of the Federal Rules of Bankruptcy Procedure. Plaintiff also consents to the entry of final orders or judgments by the Bankruptcy

Court if it is determined that the Bankruptcy Court, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

24. Venue in the District of Delaware, the transferor district, is and was proper under 28 U.S.C. §§ 1408 and 1409 because this adversary proceeding arises under and in connection with cases commenced under the Bankruptcy Code.

25. Venue in this Court presently is proper under 28 U.S.C. § 1407 and an order of the Judicial Panel on Multidistrict Litigation (“JPML”) transferring this action to this Court for pre-trial administration.

THE PARTIES

26. Plaintiff is the Litigation Trustee of the Tribune Litigation Trust, which was created pursuant to the Fourth Amended Plan of Reorganization (the “Plan”) for the Tribune Company (“Tribune” or the “Company”) and its related Debtor subsidiaries. Following an evidentiary confirmation hearing respecting a prior version of the Plan that lasted more than two weeks, and a subsequent confirmation hearing respecting the Plan, the Bankruptcy Court confirmed the Plan on July 23, 2012. Pursuant to the Plan, certain causes of action commenced on behalf of the Debtors’ estates, including those asserted herein, were transferred to the Litigation Trust. The Litigation Trustee has been granted authority and standing to pursue those causes of action on behalf of the beneficiaries of the Litigation Trust, the Debtors’ creditors, which received only a fraction of their allowed claims against the Debtors in the Debtors’ bankruptcy proceeding.

A. The Director Defendants

27. Defendant Dennis J. FitzSimons (“FitzSimons”) was the President and Chief Executive Officer (“CEO”) of Tribune and the Chairman of Tribune’s Board of Directors (the “Tribune Board”) at the time of the LBO. As an officer of Tribune, FitzSimons was integrally

involved in planning, negotiating, and facilitating the LBO. As a director of Tribune, FitzSimons voted in favor of the LBO, and caused the Company to purportedly rely on financial projections and solvency opinions that FitzSimons knew, or was reckless or grossly negligent in not knowing, were materially flawed. Also at the time of the LBO, FitzSimons was the Chairman of the Robert R. McCormick Foundation (the “McCormick Foundation”), one of Tribune’s largest shareholders prior to the LBO. Through that position, which he still holds, FitzSimons effectively controlled the McCormick Foundation. At the time of the transaction, FitzSimons was also a member of the board of directors of the Cantigny Foundation (the “Cantigny Foundation,” and together with the McCormick Foundation, the “Foundations”), another of Tribune’s largest shareholders, and an affiliate of the McCormick Foundation, and still holds that position. FitzSimons was also a director of one or more of the Subsidiary Guarantors (defined below) at the time of the LBO. Upon information and belief, FitzSimons lives in Illinois. FitzSimons filed three proofs of claim in the Debtors’ Chapter 11 cases.

28. Defendant Enrique Hernandez Jr. (“Hernandez”) was a director of Tribune at the time of the LBO. As a director, Hernandez approved the LBO, and caused the Company to purportedly rely on financial projections and solvency opinions that Hernandez knew, or was reckless or grossly negligent in not knowing, were materially flawed. Hernandez also served as a member of the special committee (the “Special Committee”) of the Tribune Board that was formed in September 2006 to oversee the Company’s exploration of alternatives and which ultimately recommended that the full Tribune Board approve the LBO. Upon information and belief, Hernandez lives in California. Hernandez filed one proof of claim in the Debtors’ Chapter 11 cases.

29. Defendant Betsy D. Holden (“Holden”) was a director of Tribune at the time of the LBO and remains a director. As a director, Holden approved the LBO, and caused the Company to purportedly rely on financial projections and solvency opinions that Holden knew, or was reckless or grossly negligent in not knowing, were materially flawed. Holden also served as a member of the Special Committee that recommended that the full Tribune Board approve the LBO. Upon information and belief, Holden lives in Illinois. Holden filed one proof of claim in the Debtors’ Chapter 11 cases.

30. Defendant Robert S. Morrison (“Morrison”) was a director of Tribune at the time of the LBO. As a director, Morrison approved the LBO, and caused the Company to purportedly rely on financial projections and solvency opinions that Morrison knew, or was reckless or grossly negligent in not knowing, were materially flawed. Morrison also served as a member of the Special Committee. Upon information and belief, Morrison lives in Illinois. Morrison filed one proof of claim in the Debtors’ Chapter 11 cases.

31. Defendant William A. Osborn (“Osborn”) was a director of Tribune at the time of the LBO. As a director, Osborn approved the LBO, and caused the Company to purportedly rely on financial projections and solvency opinions that Osborn knew, or was reckless or grossly negligent in not knowing, were materially flawed. Osborn also served as Chair of the Special Committee. Upon information and belief, Osborn lives in Illinois. Osborn filed one proof of claim in the Debtors’ Chapter 11 cases.

32. Defendant J. Christopher Reyes (“Reyes”) was a director of Tribune at the time of the LBO. As a director, Reyes approved the LBO, and caused the Company to purportedly rely on financial projections and solvency opinions that Reyes knew, or was reckless or grossly negligent in not knowing, were materially flawed. Reyes also served as a member of the Special

Committee. Upon information and belief, Reyes lives in Illinois. Reyes filed one proof of claim in the Debtors' Chapter 11 cases.

33. Defendant Dudley S. Taft ("Taft") was a director of Tribune at the time of the LBO. As a director, Taft advocated in favor of the LBO, and caused the Company to purportedly rely on financial projections and solvency opinions that Taft knew, or was reckless or grossly negligent in not knowing, were materially flawed. Taft also served as a member of the Special Committee. Upon information and belief, Taft lives in Ohio. Taft filed one proof of claim in the Debtors' Chapter 11 cases.

34. Defendant Miles D. White ("White") was a director of Tribune at the time of the LBO. As a director, White approved the LBO, and caused the Company to purportedly rely on financial projections and solvency opinions that White knew, or was reckless or grossly negligent in not knowing, were materially flawed. White also served as a member of the Special Committee. Upon information and belief, White lives in Illinois. White filed one proof of claim in the Debtors' Chapter 11 cases.

35. Defendant Jeffrey Chandler ("Chandler") was a director of Tribune at the time of the LBO and until his resignation on or about June 4, 2007, the date on which the first step of the LBO closed. Chandler served on the Tribune Board as a representative of the Chandler Trusts (defined below), of which he is a trustee and beneficiary. The Chandler Trusts were at that time among Tribune's largest shareholders. As a director, Chandler discussed and advocated in favor of the LBO, and caused the Company to purportedly rely on financial projections and a solvency opinion that Chandler knew, or was reckless or grossly negligent in not knowing, were materially flawed. Upon information and belief, Chandler lives in California.

36. Defendant Roger Goodan (“Goodan”) was a director of Tribune at the time of the LBO and until his resignation on or about June 4, 2007. Goodan served on the Tribune Board as a representative of the Chandler Trusts, of which he is a trustee and beneficiary. As a director, Goodan discussed and advocated in favor of the LBO, and caused the Company to purportedly rely on financial projections and a solvency opinion that Goodan knew, or was reckless or grossly negligent in not knowing, were materially flawed. Upon information and belief, Goodan lives in Washington.

37. Defendant William Stinehart Jr. (“Stinehart”) was a director of Tribune at the time of the LBO and until his resignation on or about June 4, 2007. Stinehart served on the Tribune Board as a representative of the Chandler Trusts, of which he is a trustee. As a director, Stinehart discussed and advocated in favor of the LBO, and caused the Company to purportedly rely on financial projections and a solvency opinion that Stinehart knew, or was reckless or grossly negligent in not knowing, were materially flawed. Upon information and belief, Stinehart lives in California.

38. Defendants Chandler, Goodan and Stinehart are sometimes collectively referred to as the “Chandler Trust Representatives.” Defendants FitzSimons, Hernandez, Holden, Morrison, Osborn, Reyes, Taft, White, Chandler, Goodan, and Stinehart are sometimes collectively referred to as the “Director Defendants.”

39. The Director Defendants each had a significant monetary incentive to approve and facilitate the LBO. The Director Defendants, individually or through trusts, retirement plans, or related entities, received at least the following material amounts by selling their Tribune shares in connection with the LBO, for a total of more than \$28.1 million:

Director Defendants	
Defendant Name	Amount Received by Selling or Redeeming Shares in the LBO
FitzSimons	\$21,215,999
Hernandez	\$462,701
Holden	\$371,950
Morrison	\$524,528
Osborn	\$484,058
Reyes	\$586,441
Taft	\$3,431,892
White	\$295,732
Chandler	\$380,358
Goodan	\$257,550
Stinehart	\$137,394
Total	\$28,148,603

40. Defendant FitzSimons also received more than \$28 million in additional special monetary incentives that were triggered by the LBO. The Foundations, on whose behalf FitzSimons sat on the Tribune Board, received more than \$1 billion by selling or redeeming their Tribune shares in connection with the LBO. The Chandler Trusts, whose interests were represented on the Tribune Board by defendants Chandler, Goodan, and Stinehart, received more than \$1.5 billion by selling their Tribune shares in connection with the LBO.

B. The Officer Defendants

41. The defendants listed in the following paragraphs 42-47, together with FitzSimons, are collectively referred to as the “Officer Defendants.” The Officer Defendants were keenly involved in the Company’s review, acceptance, and facilitation of the LBO; created the fraudulent projections on which the LBO was premised; and worked closely with the Company’s solvency advisor—defendant VRC—to manipulate the solvency opinions they issued and ensure that VRC would opine, falsely, that the Company was solvent at each step of the LBO.

42. Defendant Chandler Bigelow (“Bigelow”) was Tribune’s Treasurer at the time of the LBO, and is currently Tribune’s Chief Financial Officer. Bigelow was also an officer of one or more of the Subsidiary Guarantors (defined below) at the time of the LBO, and executed the Subsidiary Guarantees (defined below) on behalf of all of the Subsidiary Guarantors. Upon information and belief, Bigelow lives in Illinois. The Debtors listed Bigelow as the holder of one or more unsecured claims on Schedule G of the Debtors’ Schedules.

43. Defendant Donald C. Grenesko (“Grenesko”) was Tribune’s Senior Vice President of Finance and Administration at the time of the LBO. Upon information and belief, Grenesko lives in Illinois. Grenesko filed two proofs of claim in the Debtors’ Chapter 11 cases.

44. Defendant Mark W. Hianik (“Hianik”) was Tribune’s Assistant General Counsel and Assistant Secretary at the time of the LBO. Hianik was also a director and officer of one or more of the Subsidiary Guarantors at that time. Upon information and belief, Hianik lives in Illinois. Hianik filed two proofs of claim in the Debtors’ Chapter 11 cases.

45. Defendant Daniel G. Kazan (“Kazan”) was Tribune’s Vice President of Development at the time of the LBO, and currently is Tribune’s Senior Vice President, Investments. Upon information and belief, Kazan lives in Illinois. Kazan filed one proof of claim in the Debtors’ Chapter 11 cases.

46. Defendant Crane H. Kenney (“Kenney”) was Tribune’s Senior Vice President, General Counsel and Secretary at the time of the LBO. Kenney was also a director and officer of one or more of the Subsidiary Guarantors at that time. Upon information and belief, Kenney lives in Illinois. Kenney filed one proof of claim in the Debtors’ Chapter 11 cases.

47. Defendant Harry Amsden (“Amsden”) was the Vice President of Finance of Tribune Publishing Company, a subsidiary of Tribune, and an officer of Tribune National

Marketing Company, another subsidiary of Tribune, at the time of the LBO. Notwithstanding that Amsden was an officer of these Tribune subsidiaries, he was integral in helping to facilitate the LBO on Tribune's behalf. Thus, Amsden owed fiduciary duties not only to Tribune Publishing Company and Tribune National Marketing Company, but also directly to Tribune. Upon information and belief, Amsden lives in Illinois. Amsden filed one proof of claim in the Debtors' Chapter 11 cases.

48. Collectively, the Director Defendants and the Officer Defendants are referred to herein as the "D&O Defendants." All claims of the D&O Defendants reflected on the Debtors' Schedules or any proofs of claim filed by, or on behalf of, any of the D&O Defendants are collectively referred to herein as the "D&O Creditor Claims."

49. Each of the Officer Defendants had a substantial monetary incentive to approve the LBO. First, the Officer Defendants, individually or through trusts, retirement plans, or related entities, knew that they would collectively receive more than \$36 million by selling or redeeming their Tribune shares in connection with the LBO; second, the Officer Defendants knew they would collectively receive more than \$42 million in additional special monetary incentives if the LBO was consummated. The breakdown of the amounts received by the Officer Defendants in connection with the LBO was as follows:

Officer Defendants		
Defendant Name	Amount Received by Selling or Redeeming Shares in the LBO	Special Monetary Incentives Triggered by the LBO
Amsden	\$0	\$867,324
Bigelow		\$1,335,620
FitzSimons	\$21,215,999	\$28,729,798
Grenesko	\$10,668,400	\$6,733,557
Hianik		\$809,019
Kazan		\$1,253,027
Kenney	\$3,570,087	\$3,129,789
Total	\$36,192,626	\$42,858,134

C. Additional Officers Who Received Monetary Transfers Related To The LBO

50. Defendant Thomas D. Leach (“Leach”) was Tribune’s Senior Vice President of Development at the time of the LBO. Upon information and belief, Leach lives in Illinois. Leach filed one proof of claim in the Debtors’ Chapter 11 cases.

51. Defendant R. Mark Mallory (“Mallory”) was Tribune’s Vice President and Controller at the time of the LBO. Upon information and belief, Mallory lives in Illinois. Mallory filed two proofs of claim in the Debtors’ Chapter 11 cases.

52. Defendant Luis E. Lewin (“Lewin”) was Tribune’s Senior Vice President of Human Resources at the time of the LBO. Upon information and belief, Lewin lives in Illinois.

53. Defendants Leach, Mallory, and Lewin are sometimes collectively referred to as the “Additional Officer Recipients.” Each of the Additional Officer Recipients received proceeds by selling or redeeming their shares in the LBO, and special monetary incentives triggered by the LBO.

D. The Subsidiary D&O Defendants

54. The defendants listed in the following paragraphs 55-69, along with FitzSimons, Bigelow, Hianik, and Kenney are collectively referred to as the “Subsidiary D&O Defendants.” In complete dereliction of their fiduciary duties, the Subsidiary D&O Defendants authorized

certain of the Tribune Subsidiaries (the “Subsidiary Guarantors”) to enter into guarantees (the “Subsidiary Guarantees”) that transferred all of their post-LBO value to the parties financing the LBO, but provided no value or benefit to the Subsidiary Guarantors. The Subsidiary D&O Defendants authorized the Subsidiary Guarantees without any consideration of whether they furthered the interests of the Subsidiary Guarantors or their creditors. As set forth in detail below, the Subsidiary D&O Defendants, individually or through trusts, retirement plans, or related entities, received a total of more than \$50 million by selling or redeeming their Tribune shares in connection with the LBO, and more than \$71 million in additional special monetary incentives premised upon consummation of the LBO.

55. Defendant Stephen D. Carver (“Carver”) was a director and officer of one or more of the Subsidiary Guarantors at the time of the LBO. Upon information and belief, Carver lives in Connecticut. Carver filed one proof of claim in the Debtors’ Chapter 11 cases.

56. Defendant Thomas S. Finke (“Finke”) was a director of one or more of the Subsidiary Guarantors at the time of the LBO. Upon information and belief, Finke lives in Illinois. Finke filed one proof of claim in the Debtors’ Chapter 11 cases.

57. Defendant Robert Gremillion (“Gremillion”) was a director and officer of one or more of the Subsidiary Guarantors at the time of the LBO. Upon information and belief, Gremillion lives in Illinois. Gremillion filed one proof of claim in the Debtors’ Chapter 11 cases.

58. Defendant David Dean Hiller (“Hiller”) was the publisher of the Los Angeles Times and a member of the boards of directors of the McCormick Foundation and the Cantigny Foundation at the time of the LBO. Hiller is currently the President and CEO of the McCormick Foundation. Hiller was also a director and officer of one or more of the Subsidiary Guarantors at

the time of the LBO. Upon information and belief, Hiller lives in Illinois. Hiller filed one proof of claim in the Debtors' Chapter 11 cases.

59. Defendant Timothy P. Knight ("Knight") was a director and officer of one or more of the Subsidiary Guarantors at the time of the LBO. Upon information and belief, Knight lives in New York. Knight filed seven proofs of claim in the Debtors' Chapter 11 cases.

60. Defendant Timothy J. Landon ("Landon") was a director of one or more of the Subsidiary Guarantors at the time of the LBO. Upon information and belief, Landon lives in Illinois. Landon filed one proof of claim in the Debtors' Chapter 11 cases.

61. Defendant Richard H. Malone ("Malone") was a director and officer of one or more of the Subsidiary Guarantors at the time of the LBO. Upon information and belief, Malone lives in Illinois. Malone filed one proof of claim in the Debtors' Chapter 11 cases.

62. Defendant Durham J. Monsma ("Monsma") was a director and officer of one or more of the Subsidiary Guarantors at the time of the LBO. Upon information and belief, Monsma lives in Connecticut. Monsma filed at least one proof of claim in the Debtors' Chapter 11 cases.

63. Defendant Irving L. Quimby ("Quimby") was a director and officer of one or more of the Subsidiary Guarantors at the time of the LBO. Upon information and belief, Quimby lives in Maryland. Quimby filed one proof of claim in the Debtors' Chapter 11 cases.

64. Defendant John E. Reardon ("Reardon") was the President of Tribune Broadcasting Company, a subsidiary of Tribune, at the time of the LBO. Reardon was also a director and officer of one or more of the Subsidiary Guarantors at the time of the LBO. Upon information and belief, Reardon lives in Illinois. Reardon filed one proof of claim in the Debtors' Chapter 11 cases.

65. Defendant Scott C. Smith (“Smith”) was the President of Tribune Publishing Company, a subsidiary of Tribune, at the time of the LBO. Smith was also a director and officer of one or more of the Subsidiary Guarantors at the time of the LBO. At the time of the LBO, Smith was also a member of the boards of directors of the McCormick Foundation and the Cantigny Foundation, and still holds those positions. Upon information and belief, Smith lives in Illinois. Smith filed one proof of claim in the Debtors’ Chapter 11 cases.

66. Defendant John J. Vitanovec (“Vitanovec”) was the Executive Vice President of Tribune Broadcasting Company, a subsidiary of Tribune at the time of the LBO. Vitanovec was also a director and officer of one or more of the Subsidiary Guarantors at the time of the LBO. Upon information and belief, Vitanovec lives in Illinois. Vitanovec filed one proof of claim in the Debtors’ Chapter 11 cases.

67. Defendant Kathleen M. Waltz (“Waltz”) was a director and officer of one or more of the Subsidiary Guarantors at the time of the LBO. Upon information and belief, Waltz lives in Florida. Waltz filed one proof of claim in the Debtors’ Chapter 11 cases.

68. Defendant David D. Williams (“Williams”) was a director and officer of one or more of the Subsidiary Guarantors at the time of the LBO. Upon information and belief, Williams lives in Illinois. Williams filed one proof of claim in the Debtors’ Chapter 11 cases.

69. Defendant John D. Worthington, IV (“Worthington”) was a director and officer of one or more of the Subsidiary Guarantors at the time of the LBO. Upon information and belief, Worthington lives in Maryland.

70. The Subsidiary Guarantors for which each Subsidiary D&O Defendant served as director and/or officer, and the relevant time period in which each Subsidiary D&O Defendant held that position, are listed in Exhibit B. The Subsidiary D&O Defendants, by virtue of their

positions as directors and/or officers of one or more Subsidiary Guarantors, owed fiduciary duties to each Subsidiary Guarantor he or she served. All claims of the Subsidiary D&O Defendants reflected on the Debtors' Schedules or any proofs of claim filed by, or on behalf of, any of the Subsidiary D&O Defendants are collectively referred to herein as the "Subsidiary D&O Creditor Claims."

71. The Subsidiary D&O Defendants, individually or through trusts, retirement plans, or related entities, received at least the following amounts by selling their Tribune shares in connection with the LBO, as well as at least the following amounts in special monetary incentives that were triggered by the completion of the LBO, for a total of more than \$122 million:

Subsidiary D&O Defendants		
Defendant Name	Amount Received by Selling or Redeeming Shares in the LBO	Special Monetary Incentives Triggered by the LBO
Bigelow		\$1,335,620
Carver		\$512,710
Finke	\$0	\$377,462
FitzSimons	\$21,215,999	\$28,729,798
Gremillion	\$0	\$1,735,639
Hianik		\$809,019
Hiller		\$8,768,972
Kenney	\$3,570,087	\$3,129,789
Knight	\$0	\$3,743,646
Landon	\$3,059,380	\$3,685,548
Malone		\$587,691
Monsma		\$0
Quimby		\$74,668
Reardon	\$3,975,910	\$4,191,059
Smith	\$10,012,065	\$5,277,369
Vitanovec		\$4,113,042
Waltz	\$0	\$2,092,178
Williams		\$1,933,946
Worthington		\$42,693
Total	\$50,972,675	\$71,140,849

E. The Controlling Shareholder Defendants

72. Defendants Chandler Trust No. 1, Chandler Trust No. 2, and the Chandler Sub-Trusts² (collectively, the “Chandler Trusts”) are California trusts established for the benefit of the Chandler family. At the time of the LBO, the Chandler Trusts were among Tribune’s largest shareholders. At that time, the Chandler Trust Representatives represented the Chandler Trusts’ interests on the Tribune Board. The Chandler Trusts demanded that Tribune explore potential transactions and actively engaged with the Special Committee in reviewing and assessing various strategic alternatives presented to and considered by the Special Committee, and in the Special Committee’s ultimate determination to recommend the LBO to the Tribune Board. The Chandler Trusts also negotiated with Zell to modify the LBO so that it would provide the Chandler Trusts with more money sooner, and agreed to enter into a voting agreement that helped to ensure that the LBO would be consummated. The Chandler Trusts sold over 48 million shares of Tribune stock in connection with the LBO, including 27,774,388 shares at Step One (as hereinafter defined) of the LBO, for which they received \$944,329,192; and then the rest of their Tribune holdings in a block trade three days after Step One, for which they received \$634,777,414.

73. Defendant McCormick Foundation is a tax-exempt charitable foundation located in Illinois. At the time of the LBO, the McCormick Foundation was among Tribune’s largest shareholders. The investment and voting power of the McCormick Foundation is vested in a

² The Chandler Sub-Trusts are: Philip Chandler Residuary Trust No. 2, May C. Goodan Trust No. 2, Ruth C. Von Platen Trust No. 2, Dorothy B. Chandler Marital Trust No. 2, Dorothy B. Chandler Residuary Trust No. 2, HOC Trust No. 2 FBO Scott Haskins, HOC Trust No. 2 FBO John Haskins, HOC Trust No. 2 FBO Eliza Haskins, HOC GST Exempt Trust No. 2. FBO Scott Haskins, HOC GST Exempt Trust No. 2. FBO John Haskins, HOC GST Exempt Trust No. 2. FBO Eliza Haskins, Alberta W. Chandler Marital Trust No. 2, Earl E. Crowe Trust No. 2, Patricia Crowe Warren Residuary Trust No. 2, Helen Garland Trust No. 2 (For Gwendolyn Garland Babcock), Helen Garland Trust No. 2 (For William M. Garland III), Helen Garland Trust No. 2 (For Hillary Duque Garland), Garland Foundation Trust No. 2, and Marian Otis Chandler Trust No. 2. Upon information and belief, the trustees of the Chandler Sub-Trusts, as well as of Chandler Trust No. 1 and Chandler Trust No. 2, are Susan Babcock, Jeffrey Chandler, Camilla Chandler Frost, Roger Goodan, William Stinehart, Jr., Judy C. Webb, and Warren B. Williamson.

board of five directors, all of whom are current or former Tribune executives (as mandated by the McCormick Foundation's incorporation documents), and included defendants FitzSimons, Hiller, and Smith at the time of the LBO. The McCormick Foundation demanded that Tribune explore potential transactions and actively engaged with the Special Committee in reviewing and assessing various strategic alternatives presented to and considered by the Special Committee, and in connection with the Special Committee's ultimate determination to recommend the LBO to the Tribune Board. The McCormick Foundation also negotiated with Zell to modify the LBO so that it would provide the McCormick Foundation with more money sooner. Additionally, the McCormick Foundation was actively involved in Tribune's management through, among others, defendant FitzSimons, who was intimately involved in helping to facilitate the LBO. The McCormick Foundation sold or redeemed 28,023,788 shares of Tribune stock in connection with the LBO, from which it received approximately \$952,808,792 in cash proceeds.

74. Defendant Cantigny Foundation is a tax-exempt charitable foundation located in Illinois that held shares of Tribune at the time of the LBO. The investment and voting power of the Cantigny Foundation is vested in a board of five directors, all of whom are current or former Tribune executives (as mandated by the Foundations' incorporation documents), and included defendants FitzSimons, Hiller, and Smith at the time of the LBO. The Cantigny Foundation is an affiliate of the McCormick Foundation, and at the time of the LBO, the Foundations' collective holdings in Tribune stock made them, collectively, Tribune's second largest shareholder. The Cantigny Foundation demanded that Tribune explore potential transactions and actively engaged with the Special Committee in reviewing and assessing various strategic alternatives presented to and considered by the Special Committee, and in connection with the Special Committee's ultimate determination to recommend the LBO to the Tribune Board. The Cantigny Foundation

also negotiated with Zell to modify the LBO so that it would provide the Cantigny Foundation with more money sooner. Additionally, the Cantigny Foundation was actively involved in Tribune's management through, among others, defendant FitzSimons, who was intimately involved in helping to facilitate the LBO. The Cantigny Foundation sold or redeemed 3,259,000 shares of Tribune stock in connection with the LBO, from which it received approximately \$110,806,000 in cash proceeds.

75. The Chandler Trusts, the McCormick Foundation, and the Cantigny Foundation are collectively referred to as the "Controlling Shareholders." Together, the Controlling Shareholders held at least 33% of Tribune's stock immediately prior to the LBO.

F. The Zell Defendants

76. Defendant Zell is a billionaire investor who is the controlling party of EGI-TRB, L.L.C. ("EGI-TRB")—the entity that entered into the Agreement and Plan of Merger (the "Merger Agreement") with Tribune on April 1, 2007, memorializing the materials terms of the LBO. Zell was elected to the Tribune Board on May 9, 2007, before consummation of the first step of the LBO, and became the Chairman of the Tribune Board and Tribune's President and Chief Executive Officer in December 2007 when the second step of the LBO was consummated. Zell personally and directly received at least \$77,452 in cash proceeds in connection with the LBO. Upon information and belief, Zell lives in Illinois. Zell filed two proofs of claim in the Debtors' Chapter 11 cases.

77. Defendant Equity Group Investments, L.L.C. ("EGI") is a private investment company located in Illinois. Zell holds a controlling interest in EGI and is its President and Chairman. During the period that is on or within the 90 days prior to December 8, 2008 (the "90-Day Preference Period"), the date on which the Debtors filed for protection under the Bankruptcy Code (the "Petition Date"), Tribune made payments of not less than \$586,759 to EGI

to reimburse EGI for expenses it allegedly incurred in connection with the LBO (the “EGI Reimbursements”). EGI filed two proofs of claim in the Debtors’ Chapter 11 cases.

78. Defendant EGI-TRB is a Delaware limited liability company located in Illinois. Founded for the sole purpose of consummating the LBO, EGI-TRB’s business was, at all relevant times, to “engage in any activities which pertain to acquiring, owning, operating, managing, financing, selling and otherwise dealing with” Tribune and the Tribune LBO. In connection with step one of the LBO, EGI-TRB received a \$200 million unsecured subordinated note that was exchangeable for Tribune stock at Tribune’s option (the “Exchangeable Note”). As set forth herein, EGI-TRB’s investment in exchange for the Exchangeable Note had the attributes of an equity investment and should be recharacterized as such.

79. In or about December 2007 and in connection with the LBO, Tribune transferred to EGI-TRB money or assets worth \$206,418,859 (the “Exchangeable Note Transfer”) to satisfy its purported debt obligation under the Exchangeable Note (the “Exchangeable Note Obligation”). This transaction was akin to a sale of stock, in that the amount paid or credited by Tribune to EGI-TRB was based upon the price that would have been paid to EGI-TRB had the Exchangeable Note been converted to stock and the stock redeemed by Tribune (although such conversion did not actually occur). Tribune also transferred money or assets worth approximately \$2.5 million to EGI-TRB for its legal fees and other expenses in connection with the LBO (the “EGI-TRB Fee Transfers”).

80. EGI-TRB sold or redeemed 1,470,588 shares of Tribune stock in connection with Step Two (as defined below) of the LBO, for which it received \$50,000,000 (the “EGI-TRB Stock Sale,” and, together with the EGI-TRB Fee Transfers, the Exchangeable Note Obligation, and the Exchangeable Note Transfer, the “EGI-TRB Transfers”). Upon information and belief,

none of the EGI-TRB Fee Transfers were cleared or transferred to EGI-TRB through a financial institution, financial participant, or securities clearing agency.

81. On December 20, 2007, in connection with the LBO, EGI-TRB purchased from Tribune a \$225 million subordinated promissory note due December 20, 2018 (the “Subordinated Note”). The amounts purportedly owed or paid in connection with the Exchangeable Note Transfer, the Subordinated Note purchase, the EGI-TRB Stock Sale, and a Tribune warrant purchased by Zell that is described below were netted against one another, resulting in a payment by EGI-TRB to the Company of approximately \$56 million on December 20, 2007. Pursuant to a subordination agreement dated as of December 20, 2007, entered into by EGI-TRB (the “Subordination Agreement”), the claims arising from the Subordinated Note, including principal and interest and all other obligations and liabilities of Tribune to EGI-TRB, are subordinate and junior to all obligations, indebtedness, and other liabilities of Tribune with certain inapplicable exceptions. Following execution of the Subordination Agreement, EGI-TRB assigned minority interests in the Subordinated Note to the Tower Defendants (defined below). EGI-TRB filed two proofs of claim in the Debtors’ Chapter 11 cases (the “EGI-TRB Proofs of Claim”). All claims of EGI-TRB reflected on the Debtors’ Schedules or the EGI-TRB Proofs of Claim are collectively referred to herein as the “EGI-TRB Claims.”

82. Defendant Sam Investment Trust is an irrevocable Illinois trust established for the benefit of Zell and his family. Sam Investment Trust is the sole member and 100% owner of EGI-TRB. EGI-TRB, as a limited liability company, is a pass-through entity that is disregarded as an entity separate from Sam Investment Trust for federal tax purposes. Sam Investment Trust is an irrevocable grantor trust, and Zell is therefore treated as the owner of all of the property of Sam Investment Trust for federal income tax purposes.

83. EGI-TRB has no board of directors or similar board of managers. At all relevant times, Zell was the President and Chief Executive Officer of EGI-TRB, with responsibility for the general and active management of EGI-TRB. At all relevant times, William C. Pate, a managing director of EGI, was the Vice-President of EGI-TRB. On information and belief, EGI-TRB has no office of its own, and has no employees of its own other than Zell and employees of EGI. EGI-TRB is and was at all relevant times completely dominated by Zell, directly, and indirectly through Sam Investment Trust and EGI and its employees, each of which Zell controls. EGI-TRB is and was at all relevant times merely an instrument for Zell, the Sam Investment Trust, and EGI. EGI-TRB lacks and at all relevant times lacked sufficient capital to meet any liabilities that might arise from the LBO. EGI-TRB has no assets other than the EGI-TRB Claims, and is insolvent.

84. Defendants Zell, EGI, EGI-TRB and Sam Investment Trust are collectively referred to as the “Zell Defendants.” All claims of the Zell Defendants (other than the EGI-TRB Claims) reflected on the Debtors’ Schedules or any proofs of claim filed by, or on behalf of, any of the Zell Defendants (other than EGI-TRB) are collectively referred to herein as the “Zell Claims.”

85. Upon information and belief, defendants Tower CH, L.L.C., Tower DC, L.L.C., Tower DL, L.L.C., Tower EH, L.L.C., Tower Greenspun DGSPT, LLC, Tower Greenspun JGGSTP, LLC, Tower Greenspun SGFFT, LLC, Tower Greenspun, L.L.C., Tower HZ, L.L.C., Tower JB, L.L.C., Tower JK, L.L.C., Tower JP, L.L.C., Tower JS, L.L.C., Tower KS, L.L.C., Tower LL, L.L.C., Tower LM, L.L.C., Tower LZ, L.L.C., Tower MH, L.L.C., Tower MS, L.L.C., Tower MZ, L.L.C., Tower NL, L.L.C., Tower PH, L.L.C., Tower PT, L.L.C., Tower SF, L.L.C., Tower TT, L.L.C., Tower VC, L.L.C., and Tower WP, L.L.C. (collectively, the “Tower

Defendants”) are assignees of EGI-TRB’s interests in the Subordinated Note. Upon information and belief, the Tower Defendants are affiliated or closely aligned with EGI and EGI-TRB. Each of the Tower Defendants filed at least one proof of claim in the Debtors’ Chapter 11 cases (the “Tower Proofs of Claim”). All claims of the Tower Defendants reflected on the Debtors’ Schedules or the Tower Proofs of Claim are collectively referred to herein as the “Tower Claims.”

G. The Advisor Defendants

86. The defendants listed in the following paragraphs 87-90 are collectively referred to as the “Advisor Defendants.”

87. Defendant GreatBanc Trust Company (“GreatBanc”) is an Illinois corporation headquartered in Illinois. GreatBanc was engaged by Tribune as trustee of its employee stock ownership plan (“ESOP”) trust in connection with the LBO. GreatBanc negotiated the terms of the ESOP’s investment in the LBO, including the price to be paid by the ESOP for the shares of Tribune Common Stock to be purchased by the ESOP.

88. Defendant Duff & Phelps, LLC (“Duff & Phelps”) is a Delaware limited liability company headquartered in Illinois. Duff & Phelps was initially engaged by Tribune to provide a solvency opinion to Tribune in connection with either a spin-off of the Company’s broadcasting operations and internal recapitalization, or the LBO. Tribune and the Special Committee then engaged Duff & Phelps to explore Tribune’s adoption of an ESOP and the ESOP’s potential participation in the proposed LBO. Shortly thereafter, GreatBanc engaged Duff & Phelps as its financial advisor in connection with the LBO.

89. Defendant VRC is a financial advisory firm that provides fairness and solvency opinions in support of transactions. VRC is headquartered in Wisconsin. Tribune retained VRC to provide solvency opinions, and VRC provided solvency opinions, in connection with the

LBO. VRC received payments from Tribune for certain fees and expenses in connection with the LBO (the “VRC Transfers”), in an amount to be determined at trial but no less than \$1,500,000.

90. Defendant Morgan Stanley & Co. LLC f/k/a Morgan Stanley & Co. Incorporated (“Morgan Stanley”) was engaged by the Company to act as a financial advisor to the Special Committee of the Tribune Board in connection with the LBO. In addition, Morgan Stanley acted as a financial advisor to the Company both in 2007 and 2008.

91. Defendant Morgan Stanley Capital Services, Inc. (“MSCS”) is an affiliate of Morgan Stanley that entered into an interest rate swap with The Times Mirror Company, a predecessor of the Company, in 1994.

92. Non-party Merrill, Lynch, Pierce, Fenner & Smith Incorporated (“Merrill”) acted as a financial advisor to Tribune in connection with the LBO and served as one of the lead arrangers for the credit facilities governing the LBO financing. Merrill is named as a defendant in a separate action by the Litigation Trustee entitled *Kirschner v. Citigroup Global Markets, Inc. and Merrill, Lynch, Pierce, Fenner & Smith Incorporated*, No. 12 CV 6055 (RJS) (the “Advisor Action”), which was originally filed by the Committee in the Bankruptcy Court and was transferred to this Court by the JPML for coordinated and consolidated pretrial proceedings with this and other related actions.

93. Non-party Citigroup Global Markets, Inc. (“Citigroup”) acted as a financial advisor to Tribune in connection with the LBO and served as one of the lead arrangers for the credit facilities governing the LBO financing. Citigroup is named as a defendant in the Advisor Action.

H. The Shareholder Defendants

94. Tens of thousands of persons and entities received transfers in connection with the purchase, repurchase, or redemption of Tribune stock as a result of the LBO (the “Shareholder Transfers”). Upon information and belief, the defendants listed on Exhibit A, which is attached hereto and incorporated herein, received at least the Shareholder Transfers shown therein.³ The Litigation Trust sues the parties listed on Exhibit A as individually named defendants. The Controlling Shareholders, the D&O Defendants, the Additional Officer Recipients, the Subsidiary D&O Defendants, Zell, and EGI-TRB also received Shareholder Transfers as set forth herein, and, together with the defendants listed on Exhibit A, are referred to herein as the “Shareholder Defendants.” As set forth below, the Litigation Trust sues certain remaining, unnamed recipients of Shareholder Transfers as absent class members.

I. The Class Representative Defendants

95. Upon information and belief, defendant Automobile Mechanics’ Local 701 Pension Fund a/k/a Automobile Mechanics’ Local No. 701 Union and Industry Pension Fund is an Illinois fund that received at least [REDACTED] in cash proceeds in connection with the LBO.

96. Upon information and belief, defendant Frank W. Denius is an individual who resides in Texas who received at least \$1,797,988 in cash proceeds in connection with the LBO.

97. Upon information and belief, defendant The DFA Investment Trust Company is a Delaware statutory trust that received in connection with its Tax-Managed U.S. Equity Series, Tax-Managed U.S. Marketwide Value Series, and U.S. Large Cap Value Series at least [REDACTED] in cash proceeds in connection with the LBO.

³ To comply with a protective order entered by the Bankruptcy Court as well as this Court’s local rules, Plaintiff has redacted certain information from this Complaint and Exhibit A. Pursuant to paragraph 40 of Master Case Order No. 3 [ECF No. 1395], Plaintiff will file unredacted versions of the Complaint and Exhibit A under seal contemporaneously with the filing of this Fifth Amended Complaint. A list of the names of each defendant listed on Exhibit A is attached as Exhibit A-1, which will be publicly filed with no redactions.

98. Upon information and belief, defendant GDK, Inc. is a Delaware corporation that received at least [REDACTED] in cash proceeds in connection with the LBO.

99. Upon information and belief, defendant Hussman Strategic Growth Fund a/k/a The Hussman Investment Trust, John P. Hussman, Trustee is a Maryland fund that received at least [REDACTED] in cash proceeds in connection with the LBO.

100. Upon information and belief, defendant Edwin R. Labuz IRA, Ameriprise Trust Company f/k/a H&R Block Financial Advisors, Custodian is a Florida IRA that received at least [REDACTED] in cash proceeds in connection with the LBO.

101. Upon information and belief, defendant Denise Meck is an individual who resides in Texas who received at least [REDACTED] in cash proceeds in connection with the LBO.

102. Upon information and belief, defendant Nationwide S&P 500 Index Fund, a series of Nationwide Mutual Funds, is a Pennsylvania fund that received at least [REDACTED] in cash proceeds in connection with the LBO.

103. Upon information and belief, defendant New York State Teachers Retirement System is a New York pension fund that received at least [REDACTED] in cash proceeds in connection with the LBO.

104. Upon information and belief, defendant Dorothy C. Patterson Irrevocable Trust #2 U/A/D 12-21-93, of which The Northern Trust Company is the successor trustee, is an Illinois trust that received at least [REDACTED] in cash proceeds in connection with the LBO.

105. Upon information and belief, defendant Blandina Rojek is an individual who resides in Vermont who received at least [REDACTED] in cash proceeds in connection with the LBO.

106. Upon information and belief, defendant VTrader Pro, LLC is a California limited liability corporation that received at least [REDACTED] in cash proceeds in connection with the LBO.

107. Defendants Automobile Mechanics' Local 701 Pension Fund a/k/a Automobile Mechanics' Local No. 701 Union and Industry Pension Fund, Frank W. Denius, The DFA Investment Trust Company, GDK, Inc., Hussman Strategic Growth Fund a/k/a The Hussman Investment Trust, John P. Hussman, Trustee, Edwin R. Labuz IRA, Ameriprise Trust Company f/k/a H&R Block Financial Advisors, Custodian, Denise Meck, Nationwide S&P 500 Index Fund, a series of Nationwide Mutual Funds, New York State Teachers Retirement System, Dorothy C. Patterson Irrevocable Trust #2 U/A/D 12-21-93, Blandina Rojek, and VTrader Pro, LLC are collectively referred to as the "Class Representative Defendants."

CLASS ALLEGATIONS

108. Pursuant to Rule 23(b)(1) & (b)(3) of the Federal Rules of Civil Procedure, made applicable to this adversary proceeding by Rule 7023 of the Federal Rules of Bankruptcy Procedure, the claims set forth in Count One of this Complaint are brought against the Class Representative Defendants, individually and as representatives of a defendant class of similarly situated persons and legal entities (the "Shareholder Class").

109. The Shareholder Class is comprised of (i) all persons or legal entities that directly or indirectly received payments, including the initial recipients and subsequent transferees, made in exchange for the purchase and/or redemption by Tribune of at least 1,471 shares of Tribune common stock in connection with the LBO, and that in consequence were the beneficial or legal recipients of at least \$50,000 in payments by Tribune, and (ii) the guardians, trustees, partners, administrators, custodians, fiduciaries, estates, executors, owners, representatives, beneficiaries, members, and managers of such persons or legal entities, to the extent they must be named as

defendants in order to pursue the claim set forth in Count One of this Complaint against such persons or legal entities. All persons and legal entities (other than the Class Representative Defendants) that are timely and effectively served with a summons and complaint in this action are excluded from the Shareholder Class as of the date of such service (the “Excluded Persons”).

110. Tribune’s total payments in connection with the LBO for the purchase or redemption of the approximately 243,121,164 outstanding shares of Tribune stock in connection with the LBO exceeded \$8 billion. The Shareholder Transfers left the Company insolvent, inadequately capitalized, and unable to pay its debts as they came due.

111. Upon information and belief, the Shareholder Class includes hundreds or thousands of recipients. Accordingly, the Shareholder Class is so numerous that joinder of all of its members is impracticable.

112. There are questions of law and fact common to the Shareholder Class that predominate over any issues that may involve individual members of the Shareholder Class, including without limitation:

- a. Whether Tribune, by and through certain of its officers and directors, made the Shareholder Transfers with the actual intent to hinder, delay, and defraud Tribune’s creditors;
- b. Whether Tribune received less than reasonably equivalent value in exchange for the Shareholder Transfers;
- c. Whether Tribune was insolvent at the time of the Shareholder Transfers, or became insolvent as a result of the Shareholder Transfers;
- d. Whether, at the time of the Shareholder Transfers, Tribune was engaged in business or a transaction, or was about to engage in business or a transaction, for which Tribune was left with unreasonably small capital; and
- e. Whether, at the time of the Shareholder Transfers, Tribune intended to incur, or believed that it would incur, debts that would be beyond its ability to pay as such debts matured.

113. The Class Representative Defendants will fairly and adequately protect the interests of the entire Shareholder Class. Any possible defenses of the Class Representative Defendants are typical of those of the Shareholder Class. Additionally, if the Litigation Trustee obtains a judgment in his favor on the claims to avoid and recover the Shareholder Transfers set forth in Count One herein, then the Class Representative Defendants alone will be liable for a minimum of \$195,196,739.

114. The prosecution of separate actions against the individual members of the Shareholder Class would create a risk of (a) inconsistent or varying adjudications with respect to individual members of the Shareholder Class that would establish incompatible standards of conduct, and/or (b) adjudications with respect to individual members of the Shareholder Class that, as a practical matter, could be dispositive of the interests of the other members not parties to the individual adjudications or would substantially impair or impede their ability to protect their interests.

115. A defendant class action is superior to other available methods for fairly and efficiently adjudicating this controversy because, *inter alia*, it avoids a multiplicity of individual adjudications with respect to the many thousands of individual members of the Shareholder Class, thereby conserving the resources of the Debtors' estates and of the Court.

FACTS

I. Tribune's Business And Its Operations

116. Prior to filing for bankruptcy protection in December 2008, Tribune was America's largest media and entertainment company, reaching more than 80% of U.S. households through its newspapers and other publications, its television and radio broadcast stations and cable channels, and its other entertainment offerings. Headquartered in Chicago,

Illinois, Tribune's operations were conducted through two primary business segments:

(i) publishing, and (ii) broadcasting and entertainment. Tribune's publishing segment owned major newspapers in many of the most significant markets in the United States, including the *Chicago Tribune*, the *Los Angeles Times*, the *Baltimore Sun*, the *South Florida Sun-Sentinel*, the *Orlando Sentinel*, and the *Hartford Courant*. Tribune's broadcasting and entertainment segment owned numerous radio and television stations in major markets.

117. As of the date that Tribune initiated its bankruptcy case, the publishing segment employed approximately 12,000 full-time equivalent employees, and the broadcasting and entertainment segment employed an additional 2,600 full-time equivalent employees.

II. Overview Of The Tribune LBO

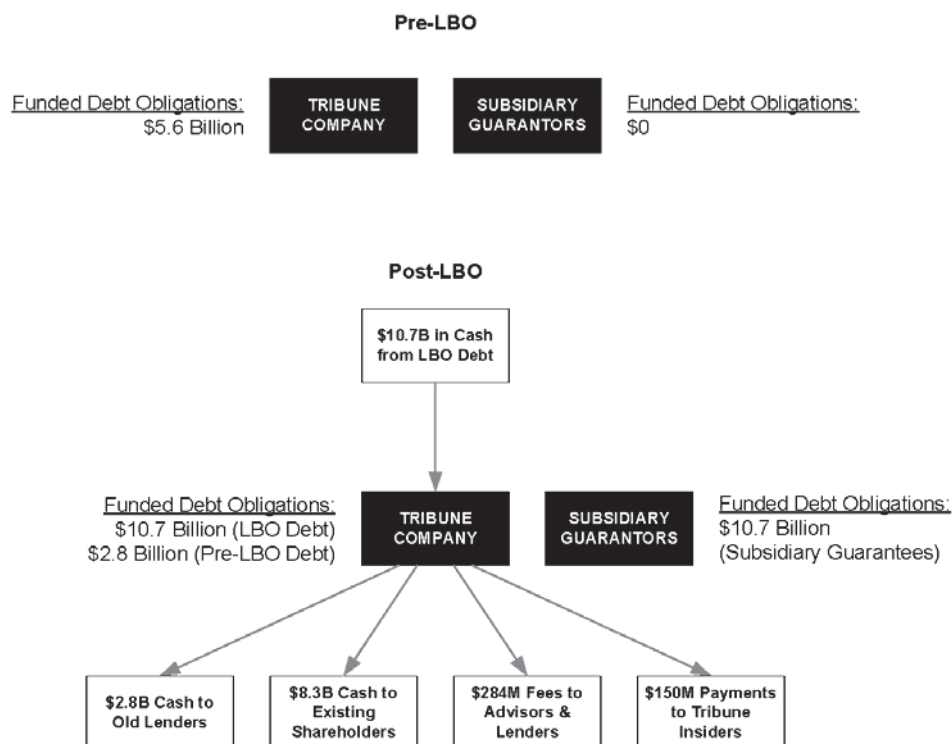
118. A leveraged buyout is a transaction in which the shares of a corporation—the “target”—are purchased with debt that is borrowed by the target corporation itself. The effect of a leveraged buyout is to encumber the assets of the target corporation with debt that benefits not that corporation, but rather its new owner and former shareholders, and to substitute a significant amount of debt in the place of equity in the corporation's capital structure. In this case, Tribune incurred nearly \$11 billion in debt to finance its two-step leveraged buyout (the “LBO”), bringing its total debt to more than \$13 billion. At least 25% of the payouts to shareholders in the LBO went to D&O Defendants, the Subsidiary D&O Defendants, the Controlling Shareholders, and the Zell Defendants. The LBO debt was used to line the pockets of Tribune's shareholders, directors, officers, and advisors, and left Tribune's creditors holding the proverbial bag.

119. The Tribune LBO was a unitary transaction implemented in two steps at the behest of the Company's Controlling Shareholders. As the diagram below illustrates, prior to the LBO, Tribune had approximately \$5.6 billion in funded debt obligations (*i.e.* bank or bond debt,

or debt arising from similar financial instruments), and the Subsidiary Guarantors—where the majority of the Company’s value resided—had none. At the first step of the transaction (“Step One”), which closed on June 4, 2007, Tribune borrowed approximately \$7 billion. That new debt was guaranteed by the Subsidiary Guarantors, thereby ensuring that the LBO lenders would be paid before the Company’s existing creditors in the event of a bankruptcy. Of that new debt, approximately \$4.3 billion was used to purchase shares from Tribune’s existing shareholders at \$34 per share. At the second step of the transaction (“Step Two”), which closed on December 20, 2007, Tribune borrowed an additional approximately \$3.7 billion, which was also guaranteed by the Subsidiary Guarantors. Tribune then paid out that \$3.7 billion, plus \$300 million from other sources, to purchase the remainder of its outstanding shares from its shareholders at the \$34 per share price.

120. Over the course of the two steps, an additional approximately \$2.8 billion of the LBO Debt was used to retire Tribune’s existing bank debt (the “2006 Bank Debt”), which had to be paid in full upon consummation of a transaction like the LBO pursuant to the governing credit agreements. Approximately \$284 million more was paid in fees to advisors and lenders financing the LBO, and approximately \$150 million was paid as special monetary incentives to the Tribune insiders who helped facilitate and consummate the deal. Thus, the entirety of the LBO debt—and then some—was used to pay Tribune’s shareholders, LBO advisors, LBO lenders, and management, and left Tribune saddled with nearly \$2.8 billion of pre-LBO debt, plus \$10.7 billion of new LBO debt (the “LBO Debt”). Tribune also received \$306 million from Zell, which represents the full cost that Zell paid to purchase control of the Company, and which imposed on the Company additional purported debt obligations to EGI-TRB of \$225 million.

This left Tribune with approximately \$13.7 billion in total debt—more than double the Company’s total debt prior to the LBO.



III. Prior To The LBO, The Secular Decline In The Publishing Industry And Tribune’s Deteriorating Performance Led The Controlling Shareholders To Begin Looking For An Exit Plan From The Company

A. The Publishing Industry—And Tribune To A Greater Extent—Were In The Midst Of A Deep Secular Decline During The Period Leading Up To The LBO

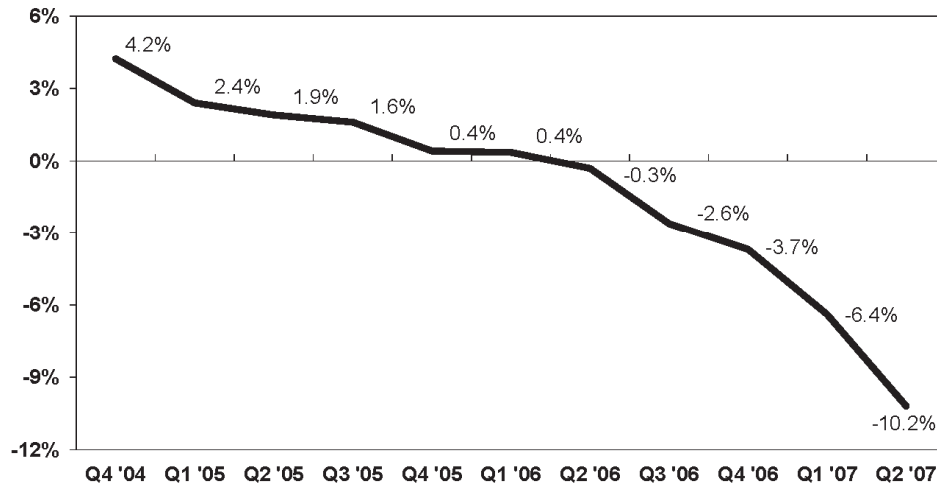
121. As the foregoing diagram illustrates, a leveraged buyout places a significant amount of debt on the target corporation, but the proceeds of that debt are used for purposes other than the corporation’s operations or growth. If a company’s performance is not likely to enable it to service a substantial amount of new debt, then the company is a particularly poor candidate for a leveraged buyout, and will become a likely candidate for bankruptcy following the leveraged buyout.

122. This was certainly the case with Tribune. At the time that the LBO was planned and executed, the newspaper publishing business—which accounted for approximately 75% of Tribune’s revenues—was in the midst of a severe secular decline. As shown in the graph below, by 2006, the newspaper publishing industry had experienced declines in circulation for almost two decades.



123. A secular shift was also occurring in the distribution of advertising dollars across alternative advertising media. The newspaper publishing industry was expected to have lost 9.8% of its share of the U.S. advertising market over the 10-year period from 1998 to 2008. Conversely, the Internet was expected to increase its market share by 9.7% over the same period. In addition, as shown in the graph below, the growth rate in quarterly newspaper advertising expenditures began to decrease from the fourth quarter of 2004, and turned negative in the second quarter of 2006. By the second quarter of 2007, the quarterly rate of decline was over 10% on a year over year basis.

Growth Rates for Quarterly Newspaper Print Advertising Expenditure
Decline in Quarterly Newspaper Advertising Expenditures Began in 2004



Source: Research Dept., Newspaper Association of America.

124. These changes were structural, not cyclical, and represented a fundamental shift of advertising away from print media. The long-term secular decline plaguing the newspaper publishing industry was a great concern to the industry, and was widely reported on and discussed in various high-profile traditional media outlets during the period leading up to the LBO. Industry experts and analysts also agreed that the declines in circulation levels and advertising revenues were not likely to abate. For example, on March 15, 2007, the *Morton-Groves Newspaper Newsletter*—a leading industry newsletter that had been in operation for over 20 years—noted that the “business environment faced by publishers and media companies today has changed forever. Instead of an industry cycle with advertising recovering as the economy recovers, we have a secular shift.” Similarly, on March 23, 2007, Morgan Stanley observed that “February will likely go on record as one of the worst months for the newspaper industry in recent years,” and stated that “it appears rather clear to us that new revenue streams are simply not enough to offset the secular shift of print to online.”

125. To make matters worse, in the five years preceding the LBO, Tribune experienced significant declines in its circulation levels that were more severe than the overall industry. In an industry report dated March 2007, Deutsche Bank noted that the Company, as a national newspaper publisher, was experiencing greater circulation losses than local newspapers. The *Morgan Stanley Publishing Handbook* reported that daily circulation for the Company's seven largest newspapers in September 2006 decreased by 4.9% from September 2005, as compared to the industry average decrease of 4.0% for the same period. Similarly, March 2007 daily circulation of the Company's newspapers decreased by 4.1% from March 2006, as compared to the industry average decrease of 2.7% over the same period. Thus, Tribune's daily circulation fell at a rate that was 50% greater than the newspaper publishing industry as a whole in the 12 months prior to the Tribune Board's approval of the LBO. The Company's loss in classified advertising revenues—which represented over 28% of Tribune's publishing segment's total 2006 revenue—in the first quarter of 2007 was also greater than the industry average loss across all major categories. In short, the Company was performing so poorly that there could have been no reasonable expectation that it would be able to satisfy the additional \$8 billion of debt that it incurred in the LBO. Consummation of the LBO in the face of the Company's sharply deteriorating performance and the publishing industry's secular decline resulted in what the *New York Times* referred to as "one of the most absurd deals ever."

B. The Chandler Trusts Voice Serious Concerns About The Company's Future And Begin Agitating For Change

126. In response to the declining state of the newspaper industry, beginning in late 2005, the Tribune Board undertook a strategic review of the broadcasting and entertainment sector of the Company's business and considered possible changes to the structure and ownership of its properties. The Company retained the services of Merrill on or about October

17, 2005, to assist in this evaluation, and approved in advance Merrill’s participation in financial transactions that might develop from the strategic review. The Company later retained Citigroup to assist in the evaluation as well, and provided Citigroup with the same advance approval to participate in financial transactions resulting from the review. Pursuant to their advisory engagements with the Company, both Merrill and Citigroup stood to reap millions of dollars in fees, which would increase if the Company entered into a transaction at their recommendation.

127. In May 2006, the Board, with the advice of Merrill and Citigroup, decided to engage in a leveraged recapitalization transaction (the “2006 Leveraged Recapitalization”), in which it ultimately repurchased 55 million shares of its then-outstanding stock for a total of nearly \$1.8 billion through a public tender offer and a private transaction with the Foundations. Following the 2006 Leveraged Recapitalization, the Chandler Trusts held approximately 20% of the Company’s stock, and became the Company’s largest shareholders. The Foundations held approximately 13% of the Company’s outstanding stock, and became the second-largest shareholders.

128. Faced with the Company’s rapidly declining performance, the Chandler Trusts began exerting their influence over Tribune. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

129. In a publicly filed letter to the Tribune Board dated June 13, 2006 and signed by defendant Stinehart—himself a member of the Tribune Board—Stinehart, purportedly acting in

his capacity as Trustee for the Chandler Trusts, complained that “[o]ver the past two years, Tribune has significantly underperformed industry averages and there is scant evidence to suggest the next two years will be any different.” Stinehart reiterated his view that the Company’s financial condition would continue to deteriorate over the foreseeable future:

In addition to the failure of its primary strategy, the company is confronted with a fundamental erosion in both of its core businesses and the consequences of failing to invest aggressively in growing new businesses.

Since 2003, Tribune’s revenue and EBITDA have underperformed its peers, and, unfortunately, analyst estimates for the next two years indicate that they expect the same bleak picture.

Not only has Tribune underperformed the industry averages, but the company has lagged business segment performance for *each* of the companies in the comparable list over the last two years. . . . This trend is only expected to continue for the next two years.

Much as they have in the previous two years, management doggedly projects a turnaround, with steady revenue and operating cash flow growth over the next four years. This projected turnaround is hard to believe with no proposed change in strategy and little prospect for an upturn in the core businesses. Management has already revised estimates down since December 2005, suggesting the likely direction of future changes. With the current plan in place, we believe the risk of further deterioration in print and broadcast outweighs the projected growth in interactive, a segment that, while growing, still makes up less than 9% of revenues (including joint ventures).

130. In his letter, Stinehart pointedly reminded the Tribune Board that, “the [Chandler] Trusts are the largest investor in the Company, and, more than any other shareholder, it is in their interest to see that either current value is maximized or a value enhancing strategic repositioning occurs.” To that end, Stinehart demanded that the Tribune Board “promptly appoint a committee of independent directors to oversee a thorough review of the issues facing Tribune and to take prompt decisive action to enhance stockholder value.”

131. Notably, one of the actions urged by Stinehart in his letter was the exploration of a leveraged buyout. After observing that realistic projections suggested that the Company’s per

share value could be as low as (or even lower than) \$21 per share (compared to the inflated \$34 per share payout that shareholders later received in the LBO), Stinehart stated that given the current market conditions of easy money, a leveraged buyout would enable shareholders to cash out of the Company at an elevated share price, and to escape the “huge downside risks” that the Company was facing. Thus, Stinehart stated to the rest of the Tribune Board:

In addition, in light of inquiries received from very credible private equity firms, and the very liquid, low cost financing markets, it seems quite likely that a leveraged buyout could be accomplished at a price in excess of \$35 per share. *This would provide shareholders cash value at or above the high end value implied in management’s plans without any exposure to the huge downside risk of the as yet unaddressed fundamental strategic challenges of Tribune’s business. If a separation of broadcasting and newspapers cannot be accomplished by year end, the company should actively pursue inquiries from private equity firms.* (Emphasis added.)

132. Stinehart concluded the letter by stating, “We are prepared to work directly and cooperatively with [a special] committee to further our common objective of maximizing value.” Stinehart also threatened, however, “to begin actively purs[uing] possible changes in Tribune’s management and other transactions to enhance value realized by all Tribune stockholders” if timely action was not taken by the Tribune Board.

133. An agenda of “talking points” prepared by the Chandler Trusts on or about July 17, 2006 for the next Tribune Board meeting underscores the Chandler Trusts’ extreme dissatisfaction with Tribune’s declining performance, noting that the “Chandler Trusts have seen almost 40% of the value of their Tribune holdings evaporate into thin air. We believe action must be taken to recover as much as possible of this loss”

134. The Chandler Trusts also planned to stress that the Company needed to act “in a short timeframe. As Tribune is not a growth company, time is not on our side. Consequently, we have a real sense of urgency about action.”

135. In subsequent sworn testimony, Defendant Stinehart explained his and the Chandler Trusts' view of Tribune's financial prospects in the early 2007 time period, and their efforts to effect a transaction that benefitted the Chandler Trusts' interests:

We looked out and we saw a ski slope. Management looked at the ski slope as though it [were] a bunny hill and you can traverse across by cost-cutting and catch the Internet chair lift and go to the top, but what the [Chandler] Trusts saw was a four-star black-diamond run headed straight downhill. Cost-cutting gets you nowhere, and the chair lift's broken. Essentially there were two different versions of where the world was going, and we wanted off the ski slope. We originally wanted to get everybody off the ski slope, but we saw the world differently, and we had a special constituency that wanted off.

C. The Tribune Board⁴ Acquiesces In The Chandler Trusts' Demands, And The Controlling Shareholders Inject Themselves Into The Special Committee Process

136. In response to the demands made by the Chandler Trusts, in September 2006, the Tribune Board announced that it had established the Special Committee to oversee the Company's exploration of alternatives. Defendants Hernandez, Holden, Morrison, Osborn, Reyes, Taft, and White, a majority of whom were deemed to be "audit committee financial experts" as defined in applicable securities laws," were named to the Special Committee. Officer Defendants FitzSimons, Grenesko, and/or Kenney attended all but one of the Special Committee meetings.

137. In or around October 2006, the Company retained Morgan Stanley to act as the financial advisor to the Special Committee. The Company agreed to, and did, pay Morgan Stanley more than \$10 million in fees and expenses (the "Morgan Stanley Advisor Fees") for serving in that role.

⁴ The term "Board," as used in paragraphs 136 through 151, means defendants FitzSimons, Hernandez, Holden, Morrison, Osborn, Reyes, Taft, White, Chandler, Goodan and Stinehart.

138. On October 2, 2006, defendant Stinehart again wrote to the Tribune Board, on behalf of the Chandler Trusts, to ensure that the Chandler Trusts would play a significant role in the Special Committee's deliberations. Stinehart wrote:

We appreciate Bill Osborn's [the Chairman of the Special Committee] call to [me] last week. . . . We believe such collaboration is important to assure that the Chandler Trusts will be in a position to support the conclusions of the special committee. This is especially important since several of the alternatives under consideration would likely require a vote of the stockholders and possibly other affirmative action by the [Chandler] Trusts.

Stinehart advised the Tribune Board that the Chandler Trust Representatives would agree not to participate in the Special Committee, provided that

they are assured full and bona fide cooperation and regular communication between the special committee and its advisors and the Chandler Trusts and their advisors. This must include, at a minimum, the opportunity to discuss with the special committee and its advisors important issues . . . in order that the views of the Chandler Trusts may be considered by the special committee as it proceeds.

139. At the beginning of 2007, Controlling Shareholder pressure on the Tribune Board intensified when the Foundations—which collectively held approximately 13% of Tribune's outstanding common stock and were Tribune's second largest shareholder group—also began advocating for change that would serve their own interests.

140. On or about January 4, 2007, the Foundations announced that they had retained Blackstone Group L.P. ("Blackstone") to advise them in connection with their investment in Tribune. At the time, Blackstone was working on a separate multibillion-dollar deal with Zell, who would soon set his sights on acquiring control of Tribune.

141. On or about January 10, 2007, the Foundations advised the Special Committee that it would be "difficult to do a transaction" without the support of the Controlling Shareholders, who collectively owned 33% of Tribune. That same day, the advisors to the Foundations acknowledged in an internal email that it was time for the Controlling Shareholders

to begin exerting their control over the Special Committee, stating that the Special Committee needed to “know[] very specifically what the goals and objectives of 33 percent of the owners [are]. . . . The independence of the special committee of the Tribune Board has been important up till now. But it is time for everyone to declare their intentions.”

142. Shortly thereafter, the Foundations’ advisors reiterated that “it is important to make the Foundations’ interest and objectives known at the very least to the special committee of the board and Dennis [FitzSimons]. . . . [We] also feel, to the degree possible, that management should be aware of [the Foundations’] perspective and that they are in support of the position(s) we take.”

143. On January 22, 2007, counsel for the Chandler Trusts reached out to the Foundations to explore the possibility of pooling their combined holdings to exert even greater control over the Company and the “[d]irection . . . the Tribune should go.” Conscious of the legal consequences of joining forces in this way, counsel for the Controlling Shareholders sought to paper the record by writing that they “should avoid reaching any agreement or understanding between us.” In fact, however, the Chandler Trusts and the Foundations intended to do exactly the opposite—to reach an agreement and understanding to use their voting power and influence to control Tribune—but to do so in a way they hoped would insulate them from the responsibilities that arise from taking such an active role in the Company’s future. Upon information and belief, the Chandler Trusts and the Foundations did reach such an agreement and understanding, and the Chandler Trusts and the Foundations in fact acted in concert at all relevant times.

144. Minutes from Special Committee meetings in early 2007 reveal that the Controlling Shareholders injected themselves into the Special Committee process at every step of

the decision-making process. The minutes show that the Special Committee repeatedly sought the Controlling Shareholders' views on potential strategic alternatives and spent significant time reporting on and discussing conversations with and letters sent by the Controlling Shareholders, and that the Controlling Shareholders' advisors were engaged in direct discussions with Tribune's management.

IV. Zell Proposes The Highly-Leveraged LBO, And Structures It To Respond To The Controlling Shareholders' Concerns

145. In late January 2007, Zell emerged as a potential bidder for Tribune. Upon information and belief, Zell reached out to the Controlling Shareholders prior to making a proposal to Tribune. On February 7, 2007, five days after Zell sent his initial proposal to the Tribune Board, the *Chicago Tribune* reported that he had spoken with the McCormick Foundation about his interest in structuring a proposal for Tribune. The article recognized that Zell would need the McCormick Foundation's support to make any deal work. The minutes of the February 12, 2007 Special Committee meeting reveal that Zell representatives also met with Chandler Trusts representatives concerning Zell's proposal, and that the Chandler Trusts sent a letter to the Special Committee respecting those meetings.

146. On February 2, 2007, defendant EGI wrote to the Tribune Board to propose a transaction in which an EGI affiliate (ultimately, EGI-TRB) would acquire all of Tribune's outstanding common stock for \$30 per share, pursuant to a merger in which Tribune would be the surviving corporation. Tribune would then elect to be treated as an S corporation for federal income tax purposes, with the result that Tribune would no longer be subject to federal income taxes, subject to certain limitations. A newly-formed ESOP, which would also be exempt from federal income taxes subject to certain exceptions, would thereafter acquire the majority of Tribune's outstanding common stock for approximately \$800 million. EGI's proposal

contemplated that EGI-TRB would provide approximately \$1 billion of equity financing, and arrange for debt financing in the aggregate amount of \$10.7 billion. The proposal also contemplated that approximately \$2.2 billion of the Company's existing indebtedness would remain outstanding, which would bring the Company's total debt from less than \$5 billion to approximately \$12.9 billion—9.9 times the Company's 2006 earnings before interest, taxes, depreciation, and amortization ("EBITDA")—and would make the Company one of the most highly leveraged in the publishing industry.

147. On February 19, 2007, EGI submitted a revised LBO term sheet to Tribune (including defendants FitzSimons and Grenesko). The revised terms increased the consideration to be paid to shareholders to \$33 per share, and, remarkably, reduced EGI-TRB's equity investment to only \$225 million (later increased such that Zell invested just \$306 million of the nearly \$11 billion needed to consummate the LBO). EGI's new proposal contemplated that Tribune would incur a whopping \$11.3 billion in additional debt—on top of the existing \$2.2 billion of debt that would remain after the LBO—to finance the remaining cash payments to stockholders and the fees and expenses related to the transaction, and to refinance the Company's existing bank debt (the "2006 Bank Debt" defined above). The term sheet also provided that Tribune would enter into an Investor Rights Agreement that would grant EGI-TRB the right to designate two members to the Tribune Board, and provide Zell with other minority consent rights (including the right to serve as chairman of the Tribune Board).

148. On or about February 24, 2007, the Special Committee directed Tribune's management and financial advisors to solicit the views of the Chandler Trusts and the Foundations with respect to Zell's proposal. Tribune's financial advisors sent materials related to

Zell's proposal to the Controlling Shareholders, and engaged in discussions with them respecting the proposal.

149. The Foundations and the Chandler Trusts responded with separate letters expressing concerns regarding the delays and completion risk associated with Zell's proposal. The McCormick Foundation's concerns centered on the price that Zell was offering shareholders, the time that it would take to close the deal (which the Foundations estimated to be between 9 and 12 months given the need to obtain approval from the Federal Communications Commission (the "FCC"), and the risk that, given that delay, the deal would not actually close. The Chandler Trusts echoed these concerns, writing to the Special Committee that Zell's one-step proposal could allow "the value of Tribune stock to decline during the interim period" before the transaction closed. The Controlling Shareholders concluded their letters by stating that they were not willing to sign voting agreements supporting Zell's proposal.

150. In response to the Controlling Shareholders' concerns, the Special Committee requested that any further proposal submitted by EGI include a recapitalization that would provide an upfront distribution to Tribune's stockholders. EGI responded by submitting a revised proposal on March 4, 2007, which contemplated that prior to a merger, Tribune would effect a first step tender offer at \$33 per share in cash as a means of providing a portion of the cash consideration to Tribune's stockholders more quickly and with greater certainty.

151. Over the course of the next few weeks, Tribune sought to increase the price to be paid to Tribune's stockholders in the LBO. During this time, the Special Committee and Tribune provided the Controlling Shareholders with regular updates respecting Zell's proposal, and Zell and EGI also negotiated directly with the Chandler Trusts and the Chandler Trust Representatives in order to reach agreement on terms for the LBO that would be acceptable to

the Chandler Trusts. Throughout this process, none of the Controlling Shareholders, or any of their representatives on the Tribune Board, raised any concerns to Tribune or the Tribune Board about what would happen to the Company once it incurred the mountainous debt necessary to provide the Controlling Shareholders and their Tribune Board representatives with their lucrative payouts.

V. Wall Street Derides Zell's Proposal As The Company's Performance Continues To Deteriorate

A. Rating Agencies And Analysts Raise Concerns About The Zell Proposal

152. While the Company and the Controlling Shareholders analyzed Zell's proposal, various analysts expressed concern that the Company could not survive under the burden of the debt it would place on the Company. For example, on March 16, 2007, Lehman Brothers ("Lehman") issued an equity research report stating: "In our opinion, this is way too high a portion of debt, especially given the secular pressures on the newspaper and TV station operations, with or without the ESOP tax benefits in our opinion (which are relatively small)." The report continued, "We think putting this much debt on Tribune's newspapers and TV stations is way too risky and makes it very possible to put the company into bankruptcy somewhere down the road, especially if the economy slows, with or without the added tax savings from the ESOP financing."

153. Credit rating agencies expressed similar concerns. In a letter to defendant Bigelow dated March 29, 2007, Standard & Poor's ("S&P") stated that if the Zell leveraged buyout moved forward, "the company is expected to default in 2009 when its cash flow and revolving credit capacity are unable to cover its interest expense, capital expenditures, and working capital needs."

154. Similarly, notwithstanding Zell's efforts to "ma[k]e some contact at a senior level" at Moody's in order to obtain a favorable debt rating for the LBO, Moody's wrote to defendant Grenesko on March 29, 2007, that it was "concerned that the significant amount of leverage is occurring at a time of pressure on the company's advertising revenue and operating margins from online and cross media competition and cyclical fluctuations in the U.S. economy."

B. The Company's Performance Raises Even More Concerns Among Certain Of The Defendants

155. The Company continued its downward spiral during the early months of 2007. In early March 2007, the advisors for the Special Committee and Tribune, Morgan Stanley and Citigroup, discussed the Company's declining performance—"down 5% in February, and 9% in January"—and whether Tribune was going "to modify their management plan for the second time in a month." Citigroup noted that while Tribune was not going to revise its business plan, it "had less confidence in the plan at present," and "certain members of publishing management were concerned" that "if the current business trajectory continue[d]" the Company would run afoul of the covenants in its loan documents.

156. The Company's declining financial performance also caused Tribune to temporarily second-guess its decision to continue pursuing the Zell proposal. For example, on March 10, 2007, a Managing Director at Company advisor Merrill stated that "in light of recent operating performance no comfort in putting the kind of leverage necessary for Zell proposal to work and have board get comfortable with employees owning the equity."

157. On March 11, 2007, an EGI employee sent an email to bankers at JPMorgan Chase Bank, N.A. ("JPMorgan") informing them that "as of late Friday night Tribune signaled to us that they had decided not to pursue either deal. The reasons given are a bit skimpy and I am not sure if this will stick but for now we are in limbo." When asked why Tribune had decided

not to pursue the LBO, the EGI employee responded that Tribune's Chief Executive Officer and Board Chairman, defendant FitzSimons, "spent three days with the [Company's] publishers and got cold feet on the leverage." Notably, the amount of leverage associated with the LBO did not decrease in any material way subsequent to March 11, 2007. To the contrary, the only things that changed between March 11, 2007 and the date the LBO was approved and undertaken were that the Company's financial condition worsened, while management negotiated lucrative financial incentives that would be paid to them in connection with the LBO, and the proposed consideration paid to shareholders *increased* from \$33 per share to \$34 per share.

VI. The Parties Charged With Protecting The Company Are Lured By Financial Incentives To Support Zell's Proposal

A. Zell Induces The Officer Defendants And Subsidiary D&O Defendants To Recommend And Facilitate The LBO

158. Notwithstanding the concerns over the LBO raised by the Company and its advisors in mid-March, 2007, Zell was ultimately able to induce the Officer Defendants and Subsidiary D&O Defendants to support the LBO by enticing them with lucrative financial benefits that would be awarded only if the LBO was consummated. In February 2007, EGI sent a proposed management equity incentive plan to, among others, Grenesko and Kenney at Tribune, with a copy to Zell. The plan was then forwarded to FitzSimons and Bigelow. The plan would provide key members of Tribune's management with "phantom" shares with an economic value equal to a percentage of Tribune's outstanding capital stock. An internal list of "deal points" that a top EGI executive wrote on February 27, 2007 suggested that a 5% stock option plan for management could be used to induce management to represent that the Company could achieve \$100 million in cash savings.

159. On March 16, 2007, Bigelow instructed Tribune's financial advisors to make several changes to the "Zell model," including to increase the change of control payments by \$20

million for possible transitional compensation. On March 26, 2007, Kazan emailed Bigelow regarding the “management equity plan,” and noted that Osborne “was supposed to talk to Zell today.” The next day, Kazan advised Bigelow that management was pushing Zell to increase the value of the management equity plan from 5% of Tribune’s stock to 10%. Ultimately, Zell and the Tribune Board agreed that upon consummation of the LBO, executives and employees of Tribune and/or its subsidiaries who played “a critical role in overseeing the completion of the transaction” would receive from the Company (a) \$6.5 million (later reduced to approximately \$5 million) in cash awards (the “Success Bonus Payments”) and (b) phantom stock that allowed management to reap the economic benefits of stock ownership without actually owning stock (the “Phantom Equity Payments”), which was beneficial for tax purposes. The phantom stock was awarded in two tranches equal to 5% and 3% of Tribune’s common stock. The 5% tranche vested over three years. Half of the 3% tranche vested upon consummation of Step Two, and the other half vested one year later. Officer Defendants Amsden, Bigelow, FitzSimons, Grenesko, Kazan, Kenney, Leach, and Mallory, and Subsidiary D&O Defendants Gremillion, Hiller, Knight, Landon, Reardon, Smith, Vitanovec, and Waltz all received Success Bonus Payments and/or Phantom Equity Payments.

160. The Phantom Equity Payments and Success Bonus Payments were not the only financial incentives pushing the Officer Defendants toward facilitating and recommending the LBO. Consummation of the LBO would (and did) activate the premature vesting of millions of dollars in restricted stock units and stock options through an incentive compensation plan. The LBO also triggered enormous “change of control” severance payments (the “Executive Transition Payments,” and together with the Phantom Equity Payments and Success Bonus Payments, collectively, the “Insider Payments”) for officers let go after the LBO that were equal

to three times the employee's highest annual salary during the past three years and six times the employee's target bonus for the current year. The Merger Agreement expressly provided that the LBO would constitute a "Change of Control" under all of Tribune's various employee benefit plans, and that the surviving company—not just pre-LBO Tribune—was obligated to pay the Executive Transition Payments (the "Executive Transition Obligation"). These Executive Transition Payments resulted in more than \$10 million for FitzSimons, who knew by late March that he would be terminated following the LBO.

161. As set forth in paragraphs 49 and 71, all of the Officer Defendants—each of whom played a critical role in ensuring that the LBO was consummated—and several of the Subsidiary D&O Defendants, benefitted greatly from these special monetary incentives. The final terms of the LBO provided that the Officer Defendants and Subsidiary D&O Defendants would collectively receive nearly \$80 million in special monetary incentives for closing the deal, in addition to the aggregate payments of more than \$60 million that they would receive for selling or redeeming their Tribune shares in connection with the LBO.

162. Upon information and belief, Zell and EGI also communicated to certain of the D&O Defendants that they would be rewarded with a future role at Tribune if they helped facilitate the LBO. For example, upon information and belief, Zell and/or his subordinates at EGI signaled to Bigelow—who kept Zell apprised of the Special Committee process notwithstanding an instruction to keep the information confidential—that if the LBO closed, Bigelow would be promoted to Chief Financial Officer of Tribune. Zell made good on this promise in or around March 2008, three months after the second step of the LBO closed.

163. By structuring and/or agreeing to these special incentives, Zell enticed the Officer Defendants to recommend the LBO to the Special Committee, and those Officer Defendants then

in turn committed intentional fraud in order to facilitate the LBO's consummation. At a March 30, 2007 meeting with the Special Committee, defendant FitzSimons, who received more than \$37 million in connection with the LBO, reported to the Special Committee "that it was management's recommendation that the Company proceed with Zell's proposal."

B. The Company's Financial Advisors Are Incentivized To Favor The LBO

164. The Company's financial advisors, Merrill and Citigroup, were also incentivized to favor the LBO over the other proposals being considered by the Company. Although Morgan Stanley was the Special Committee's financial advisor, the Company's advisors—Merrill and Citigroup—solicited bids from third parties that expressed an interest in pursuing a strategic transaction with the Company, advised the Company respecting the bids, and repeatedly met with the Special Committee.

165. Both Merrill's and Citigroup's retention agreements expressly provided that the banks could participate as lenders in any strategic transaction in which the Company engaged. Providing such financing would enable the banks to reap tens of millions of dollars in financing fees, on top of the tens of millions of dollars they were already earning for their advisory services. As such, both Merrill and Citigroup were incentivized to encourage Tribune to consummate a substantial sale or recapitalization so that they could participate in those financing fees.

166. At the same time that Merrill and Citigroup were advising the Company on Zell's proposal, they were already negotiating for themselves and their affiliates to provide financing for the LBO, which, in addition to financing fees, would entitle them to receive interest at premium rates that were far higher than those they were earning from the Company's 2006 Bank Debt, and security in the form of the Subsidiary Guarantees. Merrill and Citigroup were thus

inherently biased in favor of the LBO, which, if selected, would reward them with enormous financial benefits.

167. During the months leading up to the approval of the LBO, representatives of both Merrill and Citigroup met with the Special Committee on a near-weekly basis. Both Merrill and Citigroup strongly advocated in favor of the LBO, notwithstanding that internal emails from both banks showed that they had significant misgivings about the transaction. Indeed, Michael Costa, a senior member of Merrill's investment banking team and a principal advisor to Tribune, explained that the Company's initial uncertainty surrounding the LBO reflected a lack of "comfort in putting the kind of leverage necessary for [the] Zell proposal to work" in light of the Company's deteriorating performance. Similarly, just a week before the Special Committee approved the LBO, Julie Persily, a senior member of Citigroup's leveraged finance team, wrote to Christina Mohr, who was Citigroup's principal advisor to Tribune, that she was "extremely uncomfortable with Zell." Persily said she was "very concerned" about the rising debt level associated with the LBO in light of the Company's declining EBITDA, which she characterized as "scary" from a (prospective) lender's perspective.

168. Despite their professed concerns about the crippling amount of debt the LBO would require the Company to take on, when in March 2007 the Company briefly turned away from the Zell proposal in favor of a more modest recapitalization plan, Merrill's and Citigroup's concerns quickly turned to the fees they might forfeit as a result. In an email dated March 10, 2007, Citigroup's Mohr wrote to Persily and other colleagues at Citigroup, informing them that "[t]he company wants to go to the recap[italization] route and has told Zell that they are pencils down on his proposal." After considering the lower debt associated with the recapitalization

proposal, Persily wrote to Mohr, “Bummer. Say g’bye to another 18mm of fees (gross).” Mohr responded in kind: “Tell me about it.”

169. The Company purportedly recognized its advisors’ conflicts and sought to mitigate them through its retention of Morgan Stanley to advise the Special Committee. But Morgan Stanley also suffered from conflicts of interest, as Morgan Stanley’s engagement letter made \$7.5 million of Morgan Stanley’s fee contingent on the preparation of an opinion concerning, or the closing of, a financial transaction, recapitalization, or restructuring plan for Tribune. The engagement letter also provided for a discretionary “additional” fee. Morgan Stanley later aggressively sought such a discretionary fee, although the Company declined to pay it. Furthermore, notwithstanding that Morgan Stanley was hired because it agreed in its engagement letter not to participate as a lender in the LBO—and thus be free of the conflicts attendant to potential lenders—it repeatedly and persistently pressed for a role as a lender. Thus, even apart from its other conflicts of interest, by pursuing a lending position in the LBO Morgan Stanley also created the very conflict it was hired to avoid. Like Merrill and Citigroup, Morgan Stanley stood to gain substantially more if the LBO proceeded than if another transaction was consummated.

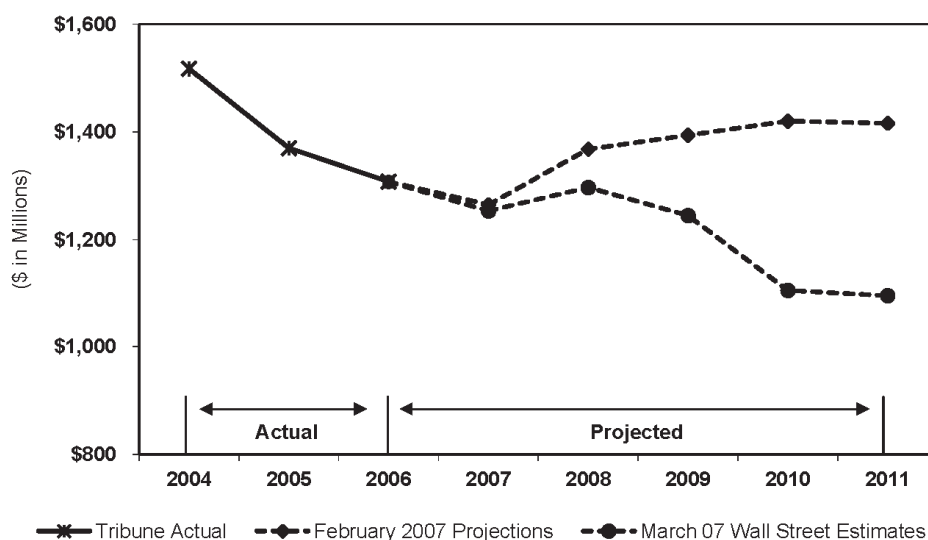
VII. Incentivized To Favor The LBO, The Officer Defendants Create Fraudulent, Unrealistic Projections

170. While certain of the Officer Defendants—including Bigelow, Grenesko, and Kazan—were negotiating with Zell over the amount of the special monetary incentives they would receive if the LBO was consummated, those same Officer Defendants prepared a revised set of long-term projections (the “February 2007 Projections”). This was the fourth set of long-term projections issued by the Company in less than a year. The February 2007 Projections were prepared in the midst of an accelerating, long-term, secular decline in the publishing industry,

which industry accounted for approximately three-quarters of Tribune's revenues. Moreover, as noted, the Company's publishing assets were performing poorly at the time of the LBO even by the standards of the troubled publishing industry. The Officer Defendants were aware of these secular declines and of Wall Street consensus estimates predicting decreasing EBITDA over the projection period, but nevertheless prepared unrealistic and unfoundedly optimistic projections that they knew the Company would not be able to meet.

171. Incredibly, the February 2007 Projections predicted that the Company would materially outperform 2006 in the latter half of 2007, and that its performance would continue to improve in subsequent years. To give but one example, the projections assumed that the Company's small Interactive business, which accounted for just 4% of the Company's revenues in 2006, would somehow double its growth during the 2007-2011 projection period. Merrill and Citigroup commented that the "Tribune Management Projections [were] generally more aggressive than Wall Street research," were "[a]bove consensus for Revenues and EBITDA through 2008," and that "2008 [was] considerably higher than even [the] most aggressive Wall Street estimate."

Tribune – Consolidated Actual and Projected EBITDA
Case Projections Are Inconsistent With March 07 Wall Street Estimates



Note: Actual EBITDA adjusted to include stock based compensation; and Projected EBITDA adjusted to include stock-based compensation and cost savings for 2007 – 2011, and exclude Cubs and Southern Connecticut Newspapers, Inc. for 2008 – 2011.

Sources: Tribune Co. Proxy Statement, July 13, 2007; Reuters Mean Consensus Estimates (March 2007); Tribune ESOP Transaction Model; Tribune Rating Agency Presentation, March 2007.

172. Emails among the Officer Defendants show that the Officer Defendants knew that the February 2007 Projections were premised on unrealistic assumptions—and that they had been prepared without input from the members of Tribune management who may have questioned those assumptions. For example, the projections assumed that the Company would receive cash income from its joint ventures, notwithstanding that, historically, this was not the case, and that the Company did not and could not control those joint ventures because it held only a non-controlling interest in them. Defendant Landon was the person in management familiar with the joint ventures, and knew that the joint ventures had not distributed all their profits as cash before, and that there was no reason to expect them to begin doing so. Nevertheless, Landon was not asked whether the February 2007 Projections' assumption about the joint ventures was justifiable, or even told about the assumption. Rather, in an August 2007

email with the subject line “Joint Venture Cash Distributions,” Peter Knapp, the Company’s publishing group controller, wrote to Landon, “[W]e need to start having the cash generated at our joint ventures come back to us because that is what we are assuming in the model.” Landon responded shortly thereafter, remarking that such an assumption was “unrealistic” and inconsistent with the Company’s actual intention:

Not sure our other partners will be supportive of this. Certainly management will not be. This is a really tricky conversation *and it would seem we have set very unrealistic expectations.* (Emphasis added).

173. Landon’s response showed that, incredibly, the Officer Defendants did not vet the February 2007 Projections with the members of management who were actually knowledgeable about the assumptions on which the projections were based. Landon confirmed in his email that the Officer Defendants did not confer with him about their joint-venture cash-flow assumptions, stating that “the first time I was aware that we were expected to take cash distributions for [sic] the ventures [was] in the last month,” and specifically remarking that the assumption was “pretty inconsistent with the conversations [the Company] was having” with one of its joint venture partners.

174. The Company also appears to have massaged its expense data. For example, in December 2006, defendant Kazan questioned the capital expenditure forecast that was ultimately incorporated into the February 2007 Projections. Kazan stated, “On the capex, we don’t really have an explanation for the \$35 million reduction (which, by the way, was spread over Pub, Broadcasting and Corporate), so I wouldn’t highlight this—just begs someone to ask why and we don’t really have an answer.”

VIII. The Company Struggles To Find A Firm Willing To Opine That The Company Would Be Solvent Following The LBO

A. Duff & Phelps Declines To Provide Tribune With A Solvency Opinion For The LBO, Instead Providing The ESOP With A “Viability Opinion”

175. A “solvency opinion” is a recognized and commonly used vehicle in leveraged transactions to provide assurances to lenders, the borrower (*i.e.*, the target company itself) and other participants that the company will not fail after and as a result of the transaction, and that the transaction will not effect a fraudulent conveyance. Typically rendered by a reputable, independent financial advisory firm, a proper solvency opinion is the result of a standardized, legally condoned methodology that is designed to test whether a company will be able to survive under the weight of the additional leverage it intends to incur. A proper solvency opinion is generally a prerequisite to any leveraged transaction on the scale of the Tribune LBO, and is the central safeguard against overloading the company with debt and putting existing creditors at risk.

176. On February 13, 2007, the Tribune Board engaged Duff & Phelps to provide, for a fee of \$1.25 million, an opinion as to the solvency and capitalization of Tribune following either an internal recapitalization and spin-off of the Company’s broadcasting unit or, in the alternative, the LBO. [REDACTED]

[REDACTED]

[REDACTED]

177. On February 26, 2007, Tribune engaged GreatBanc to serve as the trustee of the ESOP for the LBO transaction. Tribune agreed to pay GreatBanc \$1 million as compensation for its role in evaluating the LBO on behalf of the ESOP, and made half of GreatBanc’s total fee contingent upon the occurrence of a shareholder vote in favor of the merger. GreatBanc’s engagement agreement with Tribune specifically provided that GreatBanc would engage Duff &

Phelps as its independent financial advisor. But, given that it was already acting as a financial advisor to Tribune under the terms of its February 13, 2007 engagement letter, Duff & Phelps was hardly independent.

178. Duff & Phelps agreed to perform for GreatBanc essentially the same solvency analysis that it was performing for Tribune in connection with evaluating the proposed LBO. In an engagement agreement with Tribune’s Special Committee (which automatically transferred to GreatBanc), Duff & Phelps agreed to provide advice as to the “financial feasibility” of the LBO, and acknowledged that it also had been engaged by Tribune to provide an opinion as to the solvency and capitalization of Tribune after giving effect to a number of transactions, including the LBO. The February 26, 2007 agreement was superseded by a March 8, 2007 agreement between Duff & Phelps and GreatBanc directly. That agreement reiterated the dual capacity in which Duff & Phelps was functioning and provided that, if all parties intended that a solvency opinion was required in connection with the LBO, Duff & Phelps would render that opinion to GreatBanc and the Tribune Board would be given the right to rely on it. Tribune agreed to pay Duff & Phelps a fee of \$1 million for the work it performed on behalf of GreatBanc.

179. Until just days before the approval of the LBO, Duff & Phelps simultaneously worked on a draft solvency analysis for Tribune and multiple analyses—including valuation and fairness analyses—for GreatBanc. A “solvency team” performed analyses for Tribune, while an “ESOP team” performed analyses for GreatBanc. [REDACTED]

[REDACTED]

[REDACTED]

180. In the period between March 19, 2007 and March 28, 2007, Duff & Phelps concluded that it could not render a solvency opinion to the Tribune Board in connection with the

LBO because the transaction would render Tribune insolvent—unless Duff & Phelps took into account approximately \$1 billion in future income tax savings that Tribune hoped to realize by converting to a Subchapter S corporation following the merger. An S corporation passes income directly to its shareholders, thus avoiding income taxation at the corporate level. Moreover, the portion of an S corporation’s ownership that is held by an ESOP is not subject to income tax at the federal level (and usually not at the state level). Tribune intended to avoid the payment of these taxes—and retain in the Company the cash that ordinarily would have been used to pay them—by converting itself into an S corporation that was 100% owned by the ESOP following the LBO.

181. Duff & Phelps ultimately concluded, however, that it could not consider future (and uncertain) tax savings under any of the applicable legal or valuation standards that it was required to use to assess Tribune’s post-transaction solvency. Handwritten notes on a draft Duff & Phelps/GreatBanc engagement letter read: “Solvency Opinion—very specific definition under [Delaware] law. Could not sell co[mpany] to anyone and repay debt. Need S corp benefits. Assets will not exceed liabilities w/o looking at S corp benefits.” Upon information and belief, Tribune knew that Duff & Phelps would not provide a standard “solvency opinion” for the LBO because Duff & Phelps could not take the S corporation tax benefits into account in issuing such an opinion.

182. In a March 19, 2007 meeting, Duff & Phelps advised GreatBanc that “there [was] no case law to support considering tax savings of the ESOP in [determining] solvency” and, as a result, any “Solvency Opinion to the Board [could not] factor in ESOP tax benefits.” This was tantamount to Duff & Phelps saying to GreatBanc that it had concluded that the proposed ESOP transaction would render Tribune insolvent.

183. GreatBanc should have walked away from the transaction at this point. But, with half of its fee hanging in the balance, GreatBanc forged ahead. Duff & Phelps, for its part, continued to work to evaluate the fairness of the LBO to the ESOP and to analyze the post-transaction value of Tribune, taking the expected S corporation tax savings into account.

184. Both GreatBanc and Duff & Phelps knew that their roles were central to the consummation of the LBO by the D&O Defendants. On March 21, 2007, defendant Osborn invited Marilyn Marchetti, Senior Vice President of GreatBanc, and Elyse Bluth, Managing Director of Duff & Phelps, to participate in a Special Committee meeting and to bring the Special Committee up to speed on the work that GreatBanc and Duff & Phelps were doing to evaluate the LBO. During the meeting, Marchetti noted the considerations that GreatBanc would take into account as the ESOP trustee, and Bluth reviewed the “background work that would go into generating a valuation report and a solvency opinion for the Zell/ESOP proposal.”

185. On or around March 28, 2007, Duff & Phelps prepared a preliminary solvency analysis of the LBO that plainly demonstrated that, using a low-end estimation of Tribune’s post-transaction enterprise value, Tribune’s liabilities would exceed its assets by over \$300 million unless \$900 million in anticipated tax savings from the S corporation/ESOP structure were taken into account. [REDACTED]

[REDACTED]

[REDACTED]

186. In a March 29, 2007 meeting of GreatBanc’s ESOP Committee, Duff & Phelps presented its preliminary report on the post-transaction value of Tribune. Robert Bartell, head of the Duff & Phelps solvency team, cautioned the ESOP Committee that the anticipated benefits of the S corporation tax shield were critical to Duff & Phelps’ analysis and that Duff & Phelps was

“able to issue its financing opinion because of the anticipated benefits of the S corporation tax shield. If those tax benefits [were] not considered, [Duff & Phelps] would be unable to render its opinion.” With this crucial caveat, Duff & Phelps stated that, “in its opinion, on a post-transaction basis, *taking into account the S corporation tax shield*, the fair salable value of the Company’s assets is greater than its liabilities” and that “*taking into account the S corporation tax shield*, the Company will be able to pay its debts as they come due” (emphasis added).

187. On or around March 28, 2007, Duff & Phelps advised the Tribune Board that it could not provide a solvency opinion in connection with the LBO. Intending to move forward with the LBO and knowing that Duff & Phelps could not provide the solvency opinion that was a precondition to the consummation of the transaction, the Tribune Board terminated Duff & Phelps’ engagement. Upon information and belief, GreatBanc knew that the Tribune Board terminated Duff & Phelps’ engagement because Duff & Phelps could not provide the solvency opinion that it needed.

188. On March 31, 2007, GreatBanc revised the terms of Duff & Phelps’ engagement to require that Duff & Phelps deliver, for a fee of \$750,000, an opinion as to “the financial viability of [Tribune], as a going concern, and on a going-forward basis” following the close of the LBO. Duff & Phelps agreed to evaluate (i) whether the fair market value of Tribune’s assets would exceed the value of its liabilities on a post-transaction basis; and (ii) whether Tribune, as a going concern and on a going-forward basis, would be able to pay its debts as they became due. Significantly, Duff & Phelps defined “fair market value” to include anticipated tax savings—even though it had never before defined fair market value in such fashion.

189. Duff & Phelps rendered its so-called “viability opinion” on April 1, 2007, along with an opinion as to the fairness of the LBO to the ESOP. Duff & Phelps supported the viability

and fairness opinions with an “ESOP Analysis” which, among other things, purported to calculate the post-transaction enterprise value of Tribune. The viability opinion was the equivalent of a solvency opinion with one, important exception: it took into account the tax savings which Duff & Phelps had determined could not properly be considered under applicable legal standards. For that reason, the viability opinion expressly disclaimed that it was a solvency opinion and further disclaimed:

The Determinations are not intended to be, and do not conform to, (a) determinations of insolvency as promulgated by § 101(29)(A) of the U.S. Bankruptcy Code or (b) determinations of fraudulent transfers under the Uniform Fraudulent Transfer Act and other state laws dealing with fraudulent conveyance and the Determinations do not include the standard analyses and determinations typically included in a standard Duff & Phelps solvency opinion.

Given this disclaimer, GreatBanc knew that it could not rely on Duff & Phelps’ viability opinion for an assessment of Tribune’s post-transaction solvency.

190. GreatBanc knew that it could not rely on Duff & Phelps’ fairness opinion, viability opinion, or the ESOP Analysis on which those opinions were based for at least three other reasons. First, although Duff & Phelps acknowledged that its viability opinion was based upon the assumption that the Company would be able to realize the anticipated S corporation tax savings, it also acknowledged that it had done nothing to evaluate or determine the likelihood that Tribune would be able to realize any portion of the tax savings, and that it was making no assurances in that regard. Significantly, GreatBanc itself had raised concerns about whether Tribune would be able to elect S corporation status for 2008 and recognize the attendant tax savings for that year. Duff & Phelps dismissed those concerns, despite the fact that the accuracy of its analysis would literally rise or fall on the accuracy of its assumptions concerning the anticipated tax savings.

191. Second, even assuming Tribune’s ability to recognize in full the anticipated tax savings—which, by the time of the April 1, 2007 ESOP Analysis, Duff & Phelps had revised upward to \$1 billion over 10 years—Duff & Phelps calculated the post-transaction equity value of Tribune to be within a range of negative \$322 million at the low end to positive \$1.278 billion at the high end. Given the data to which they had access, the projections of industry analysts and the downward growth trends observed both at Tribune and comparable companies in the industry, both GreatBanc and Duff & Phelps knew, or were reckless or grossly negligent in not knowing, that the “low end” estimate of Tribune’s post-transaction worth was substantially more realistic than the “high end” estimate.

192. Third, even Duff & Phelps’ negative \$322 million “low end” estimate of Tribune’s post-transaction value was overstated because it was based on a number of assumptions that both GreatBanc and Duff & Phelps knew, or were reckless or grossly negligent in not knowing were, inaccurate. For example, although it was aware that Tribune’s total operating cash flow was in decline, and Duff & Phelps projected flat or declining free cash flow in Tribune’s broadcasting/entertainment and publishing businesses over the next 10 years, Duff & Phelps still assumed without any basis that Tribune would have a positive growth rate for those businesses’ free cash flow for the years following the 10-year projection. [REDACTED]

[REDACTED]

[REDACTED]

193. GreatBanc should have abandoned the LBO based upon what Duff & Phelps’ analysis revealed about the post-transaction value of Tribune. Instead, on April 1, 2007, GreatBanc’s ESOP Committee approved the LBO. That day, Marchetti of GreatBanc and Bluth of Duff & Phelps participated in a telephonic meeting of the Tribune Board. Marchetti reported

that (i) GreatBanc had received an opinion from Duff & Phelps that the terms of the proposed transaction were fair and reasonable from a financial point of view, (ii) the proposed transaction had been approved by GreatBanc's ESOP transaction review committee, and (iii) GreatBanc was prepared to proceed with document execution. By that time, GreatBanc and Duff & Phelps were keenly aware of the fiduciary duties that the D&O Defendants owed to Tribune and its creditors.

194. Later on April 1, 2007, Tribune, GreatBanc (as trustee for the ESOP), and the Zell entity EGI-TRB entered into the Merger Agreement. Tribune and GreatBanc (on behalf of the ESOP) also entered into the ESOP Purchase Agreement, pursuant to which Tribune sold 8,928,571 shares of Tribune Common Stock to the ESOP at a price of \$28 per share.

195. On August 14, 2007, during a brief meeting of GreatBanc's ESOP Committee, Marchetti reported word from Tribune's senior management that the Company's second quarter financial performance was lower than expected, but that the proposed transaction was not at risk. At the close of the meeting, with little discussion and despite Tribune's disappointing second-quarter performance, the ESOP Committee unanimously approved voting the ESOP's shares in favor of the merger, and GreatBanc voted those shares accordingly on August 21, 2007.

196. Nor did GreatBanc exercise its right to halt Step Two of the LBO in advance of the December 20, 2007 closing date. The Merger Agreement gave GreatBanc the power to terminate in the event that a "Company Material Adverse Effect" occurred before closing. The material change in the financial condition of Tribune—which was operating in a highly leveraged state that left almost no margin for error—constituted a Material Adverse Effect under the terms of the Merger Agreement. Yet GreatBanc took no steps to stop the transaction that the D&O Defendants and Controlling Shareholders were so intent on bringing to a close.

B. Tribune Retains VRC To Issue A Solvency Opinion After Houlihan Lokey Voices Concerns Over The LBO

197. As noted, Duff & Phelps advised the Tribune Board that it could not provide a solvency opinion in connection with the LBO on or about March 28, 2007. Finding a solvency opinion firm to provide the requisite opinion turned out to be no easy task. Tribune first approached Houlihan Lokey (“Houlihan”), a prominent solvency opinion firm, which informed Tribune on March 29, 2007 that it would not bid for the engagement. In soliciting Houlihan’s involvement, Tribune’s management did not tell Houlihan that Duff & Phelps had considered the transaction and concluded that it would render the Company insolvent. But even without knowing that Duff & Phelps had concluded that the Company would be insolvent following the LBO, Houlihan independently reached the same conclusion, stating that it would be “tough” to find Tribune solvent based on the preliminary information with which it was provided. In December 2007, Houlihan commented that the “Com[pa]ny was insolvent in [M]ay and [is] more so now.”

198. Based on communications from Duff & Phelps and Houlihan, the Officer Defendants, including Bigelow and Grenesko, knew that they could not obtain an industry-standard solvency opinion in connection with the LBO. They therefore scrambled to find another firm that was willing to provide a *non*-standard opinion that the Company could use to close the deal. On March 30, 2007, Bigelow emailed a lesser known solvency opinion firm—defendant VRC. Bigelow told VRC that he “would very much like to speak with someone about solvency opinion work,” and requested that VRC respond to him that very day. Later that same day, Bigelow provided preliminary information to VRC.

199. VRC’s initial reaction was that the proposed transaction was “[h]ighly [u]nusual (because of S-Corp ESOP tax benefits) and highly leveraged,” and that the Company consisted

of “good, stable but deteriorating businesses.” One VRC executive wrote: “This may be just acceptable risk levels, but we will need to be compensated. My fee estimate would be \$600-700k. . . .” Another VRC executive responded: “I would say at least \$750[K] and maybe significantly more depending on levels and if they need bringdowns, etc.” The reply revealed VRC’s misgivings notwithstanding the potential for a high fee: “I’d like to discuss HLHZ [Houlihan] not wanting to bid. Raises the risk by itself.”

200. In order to compensate for its misgivings about this risky assignment, VRC charged Tribune \$1.5 million, the highest fee it had ever charged for a solvency opinion.

201. On April 11, 2007, Tribune formally engaged VRC to provide the Tribune Board with solvency opinions at Step One and Step Two. VRC’s engagement letter, which was negotiated and edited by certain of the Officer Defendants, including Bigelow and Hianik, and signed by Bigelow, required a modification of the legal and industry standard definition of “fair value,” which is determined based on the assumption that the company at issue is being purchased by a “hypothetical buyer.” Instead, as set forth below, the definition contained in the engagement letter permitted VRC to assume, for purposes of its balance sheet solvency opinion, that the party purchasing Tribune was an S corporation wholly owned by an ESOP:

Fair Value – The amount at which the aggregate or total assets of the subject entity (including goodwill) would change hands between a willing buyer and a willing seller, within a commercially reasonable period of time, each having reasonable knowledge of the relevant facts, neither being under any compulsion to act, *and, for purposes of the Step Two Opinion, both having structures similar to the structure contemplated in the Transactions by the subject entity (an S-Corporation, owned entirely by an ESOP, which receives favorable federal income tax treatment), or another similar structure resulting in equivalent favorable federal income tax treatment.* (Emphasis added.)

This manipulation of the standard definition of “fair value” enabled VRC to calculate fair market value in the very same manner Duff & Phelps had concluded was contrary to legal and industry standards. Bryan Browning, a VRC Senior Vice President who was involved in the LBO

solvency analysis and who had worked on 400 to 500 solvency opinions, later testified that he had never before worked on a solvency opinion that modified the definition of fair value in that fashion. The decision to manipulate the definition of fair value in this manner completely eviscerated the protections that should have been afforded to the Company and its creditors by the solvency opinion requirements set forth in the LBO transaction documents.

202. Although the engagement letter stated that VRC could assume and rely upon the reasonableness of the Company's financial forecasts and projections, and the correctness of the Company's determination of favorable federal income tax treatment to be received as part of the LBO, the engagement letter expressly provided as follows:

VRC will, however, advise, after discussion with management with respect thereto, and based on its inquiries and its experience in reviewing such liabilities, (i) whether anything has come to VRC's attention in the course of its engagement which has led it to believe that any such financial forecasts and projections are unreasonable or that any such information or data is inaccurate in any material respect, or (ii) whether VRC has reason to believe that it was unreasonable for VRC to utilize and rely upon such financial forecasts, projections, information and data, or that there has been any material adverse change with respect to the Company.

IX. Lured By The Financial Incentives Associated With The LBO, The Controlling Shareholders And Tribune Directors Facilitate And Approve The Transaction

A. Zell Induces The Controlling Shareholders And Chandler Trust Representatives To Support The LBO By Proposing A Higher Purchase Price For Shareholders

203. On March 30, 2007, the Special Committee directed defendant Osborn, who worked through Company management, including defendants FitzSimons and Kenney, to improve and finalize the Zell proposal. Over the course of the next 24 hours, Tribune, the ESOP, EGI, and the Chandler Trusts negotiated the agreements respecting Zell's proposal. In the course of these negotiations, EGI-TRB agreed to increase the price to be paid to Tribune's stockholders to \$34 per share. EGI-TRB further agreed that its initial \$250 million investment in Tribune

would be based on a \$34 per share price, and that its total investment would increase to \$315 million in connection with the merger—as opposed to the \$1 billion equity investment Zell had originally proposed. That total consisted of the \$225 million Subordinated Note and \$90 million for a warrant, against which the Company credited \$6 million in interest that EGI-TRB purportedly earned on the \$200 million note it received in connection with Step One, and \$2.5 million in fees incurred by Zell and/or EGI-TRB in connection with the transaction, such that the total amount of money that Zell ultimately invested in Tribune was just \$306 million.

204. As part of these negotiations, the Chandler Trusts agreed to enter into a voting agreement with the Company whereby they agreed to vote their shares in favor of the LBO, and against any alternative transaction, in exchange for certain registration rights. The Chandler Trusts further committed that they would not transfer their shares without also obtaining from any recipient a similar commitment to vote the transferred shares in favor of the LBO, and against any alternative transaction.

205. As the parties involved in the LBO widely acknowledged, the voting agreement with the Chandler Trusts virtually guaranteed shareholder approval for the LBO. After the Chandler Trusts' and other Tribune shares were tendered during Step One, the Foundations and Zell controlled close to 50% of the remaining outstanding shares. Accordingly, only a tiny percentage of holders of the remaining shares needed to vote in favor of the merger in order for shareholder approval to be secured.

206. The Chandler Trusts' decision to support the LBO stood in stark contrast to prior positions they, and their representatives on the Tribune Board, had taken with respect to other proposed transactions. For example, in May 2006, defendants Stinehart, Goodan, and Chandler, acting in their capacities as the Chandler Trusts' representatives on the Tribune Board,

“expressed concern regarding adding the . . . leverage” associated with the 2006 Leveraged Recapitalization, “given the uncertainties of the Company’s operating performance,” and refused to vote in favor of the transaction. Notably, the 2006 Leveraged Recapitalization brought the Company’s total debt from \$3.7 billion to \$5.8 billion. By contrast, one year later, the LBO raised the Company’s debt from less than \$5 billion to *nearly \$14 billion*, at a time when the Company was—predictably—performing significantly worse than it had been when the 2006 Leveraged Recapitalization was being considered.

207. The only possible explanation for the Chandler Trusts’ and Chandler Trust Representatives’ change of heart is that the Chandler Trusts no longer cared about the Company’s viability, because the LBO enabled them to make a swift exit from the Company at a price that far exceeded their estimate of Tribune’s actual per-share value, and placed the entire risk of the Company’s failure on the Company, its employees, and its remaining stakeholders (primarily, the Tribune creditors who would remain following the LBO). To use Stinehart’s analogy, by entering into the Voting Agreement and helping to facilitate the LBO, the Chandler Trusts, and defendants Stinehart, Goodan, and Chandler, were ensuring that their “special constituency” would be airlifted “off the ski slope,” while the Company’s existing creditors were buried by an avalanche of LBO Debt.

208. Given the Chandler Trusts’ and Chandler Trust Representatives’ dismal view of Tribune’s prospects, there is no way that they could have believed that Tribune could survive with more than \$13 billion of debt on its balance sheet. By negotiating the LBO with Zell, advocating in favor of the LBO once it had been modified to satisfy their demands, and agreeing to vote their Tribune shares in favor of the LBO, the Chandler Trusts breached their fiduciary duties as controlling shareholders, and aided and abetted the breaches of fiduciary duties

committed by the D&O Defendants and Subsidiary D&O Defendants. The Chandler Trust Representatives also breached their fiduciary duties as members of the Tribune Board.

209. The Foundations similarly breached their fiduciary duties to creditors, and aided and abetted the D&O Defendants' and Subsidiary D&O Defendants' breaches. The Foundations' attitude toward the LBO was similar to that of the Chandler Trusts and Chandler Trust Representatives. [REDACTED]

[REDACTED] Once the Foundations had an opportunity to exit the Company altogether at a premium price, however, their prior concerns about leverage vanished, and they agreed to saddle the Company with a debt to EBITDA ratio of significantly greater than seven times. Indeed, the Foundations took an active role in ensuring that the LBO would be consummated.

210. On Saturday, March 31, 2007, Joseph Hays, the spokesperson for the McCormick Foundation, sent an email to the McCormick Foundation's financial advisors at Blackstone that "[t]hose that I spoke with today say management was on the phone all day 'finishing the deal,' and that it looks to them like the Zell deal will be announced tomorrow, Sunday." Hays sent a separate email to a senior advisor at Blackstone the next day, writing, "God understands, but may not forgive us for what are bout to do to good Olde TRB." Like any reasonable person with knowledge of the publishing industry and the Company's financial condition, Hays knew that approval of the LBO meant an end to Tribune as a going concern.

B. The Special Committee And Tribune Board Breach Their Fiduciary Duties By Approving The LBO

211. On April 1, 2007, the Special Committee unanimously recommended that the Tribune Board approve the "Zell/ESOP transaction to acquire Tribune for \$34 per share." The

Director Defendants (other than Taft who was absent and Stinehart, Goodan, and Chandler, who abstained from voting) then voted to agree to Zell's proposal, and caused Tribune to enter into the Merger Agreement contemplating that the LBO would proceed in a two-step transaction. In the first step, Tribune would incur approximately \$7.015 billion in debt to retire its existing bank facility, and purchase approximately 50% of the Company's outstanding shares (126,000,000 shares) in a tender offer for \$34 per share. In the second step, Tribune would incur approximately \$3.7 billion in additional debt to purchase its remaining outstanding shares for \$34 per share in a go-private merger following certain regulatory and shareholder approvals.

212. The LBO enabled the members of the Special Committee to reap aggregate payments of more than \$6 million, and enabled the other members of the Tribune Board to collectively pocket tens of millions of dollars more from stock sales and special incentives, all at Tribune's expense. The members of the Special Committee and the Tribune Board, in respectively recommending and approving the LBO, breached the fiduciary duties of care, good faith, and loyalty that they owed to the Company and to its creditors.

213. Minutes from the Special Committee and Tribune Board meetings show that the Special Committee and Tribune Board completely disregarded the interests of the Company and its existing creditors, and focused exclusively on providing shareholders with the highest price for their shares that could be achieved. Neither the Special Committee nor the Board considered whether incurring an additional \$8 billion of debt to fund such a high price constituted a breach of fiduciary duty to the Company and its creditors, given the Company's deteriorating financial condition and dismal future outlook.

214. To the contrary, the proxy statement accompanying the Company's tender offer at Step One stated that the Special Committee considered the trends contributing to the secular

decline in newspaper publishing, such as the “weakened demand” for newspaper advertising and the “declines and potential declines in newspaper circulation,” as factors that weighed *in favor* of recommending the LBO and of shareholders tendering their shares. In short, the Special Committee recommended to shareholders that they should get out while the getting was good. The Special Committee, and the Board in accepting its recommendation, wholeheartedly endorsed the Controlling Shareholders’ exit plan, without considering the effect these negative trends would have on the Company and its residual risk-takers—the pre-LBO creditors—following the LBO.

215. The Special Committee and Tribune Board should have abandoned the LBO when Duff & Phelps concluded that it could not provide a solvency opinion, or when Houlihan refused to even bid on the solvency opinion engagement. Instead, the Special Committee and Tribune Board went shopping for a customized solvency opinion and, for the right price, found a willing provider in VRC. The Special Committee and Tribune Board also should have considered the universally negative reaction to the LBO among news outlets, industry analysts, and rating agencies. Yet minutes of the Special Committee and Tribune Board meetings between the time that the LBO was proposed by Zell and the time that the Company approved the transaction reflect no discussion of these criticisms.

216. Moreover, the Director Defendants failed to acknowledge that the negative trends facing the publishing industry and the Company rendered the February 2007 Projections—which projected that the Company’s performance would begin improving steadily in the latter half of February—patently unreasonable. This was a particularly egregious failure. Because a leveraged buyout places such a high amount of leverage on the target, it is essential that the base case projections on which the leveraged buyout is premised be reasonable and reliable. Had the

Director Defendants paid even minimal attention to the challenges facing the newspaper publishing industry at the time of the LBO, they could not have continued to rely on the February 2007 Projections.

217. It is also crucially important that a leveraged buyout be tested using reasonable downside projections, so that the target can ensure that it will be able to service its increased debt and continue operating as a viable company even in the face of a significant downturn. Nevertheless, neither the Special Committee nor the Tribune Board requested that management or the Company's advisors perform the quality of downside testing of the Company's projections that the Tribune Board had previously insisted on in connection with the 2006 Leveraged Recapitalization, which involved far less leverage than the LBO, and was consummated during a period of comparatively better financial performance for the Company and the industry as a whole.

218. In connection with its consideration of the 2006 Leveraged Recapitalization, the Tribune Board considered whether the Company could sustain an additional \$2 billion in debt. The members of the Tribune Board at the time insisted on testing the 2006 transaction assuming the onset of a recession similar to that of 2001. Specifically, the Tribune Board examined a scenario in which revenues declined by 15%, and then recovered by 5% annually over the next three years.

219. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

220. There can be no question that the Director Defendants knew better than to rely on management's obviously flawed projections in approving the LBO. According to Tribune Board minutes dated February 13, 2007, Special Committee members Holden, Osborn, Reyes, and Taft were all deemed "audit committee financial experts" within the meaning of applicable securities laws. According to the SEC, an Audit Committee Financial Expert must have, among other things, an understanding of generally accepted accounting rules and financial statements; the ability to apply such principles in connection with accounting for estimates; and experience with financial statements that present a breadth and level of complexity of accounting issues that can reasonably be expected to be raised by the company's financial statements.

221. Other Special Committee members were equally sophisticated. For example, White held a Stanford MBA, worked as a management consultant at McKinsey, and became Chairman and CEO of Abbott Laboratories; Morrison received an MBA from Wharton, and served as CEO of the 3M Company, Kraft Foods, and Quaker Oats, and as Vice Chairman of the Coca Cola Company; and Hernandez is or has been the President and Chief Executive Officer of Inter-Con Security Systems, Chairman of the board of Nordstrom, Inc., and a director on the boards of McDonald's Corp., Chevron Corp., and Wells Fargo & Co.

222. In short, the absurdity of the proposed LBO should have been even more obvious to the highly sophisticated, financially literate members of the Tribune Board and Special Committee than it was to the rest of the world.

223. Significantly, prior to the submission of Zell's proposal, the Special Committee spent substantial time reviewing the Company's projections and its ability to handle increased leverage (albeit, materially less leverage than the LBO Debt) in connection with its consideration of various strategic alternatives in which shareholders would continue to maintain an ownership interest in the Company. [REDACTED]

[REDACTED]

[REDACTED]

Once the Special Committee shifted its attention to the Zell proposal contemplating that shareholders would cash out of the Company completely, however, discussion by the Special Committee or the Tribune Board respecting the reliability of the Company's projections or the Company's ability to handle additional leverage ceased completely. At that point, in derogation of their obligations to the Company and the parties that would continue to hold an interest in its performance following the LBO, the Special Committee and Tribune Board focused exclusively on the value that would be provided to shareholders by the LBO.

224. Although the Chandler Trust Representatives abstained from voting on the LBO, they were still Tribune fiduciaries at this time. Thus, they had an obligation to voice their views,

as they had in the past, that the February 2007 Projections prepared by the Officer Defendants could not be believed, that the negative trends facing the Company, and the Company's deterioration, could only be expected to continue, and that the leverage being incurred in the LBO was egregious, and posed enormous risks to the Company's survival. Given these views, the Chandler Trust Representatives knew that the Company could not withstand the burden of the LBO Debt. They could not discharge their fiduciary duties simply by sitting out of the vote, and did not discharge these duties.

X. The Company Begins Implementing The Disastrous LBO Amid A Growing Chorus Of Criticism Of The Transaction

A. Tribune Announces The LBO And Begins Taking The Steps Necessary To Consummate The Transaction

225. On April 1, 2007, Tribune entered into Step One and Step Two financing commitment letters that obligated JPMorgan, Merrill, Citigroup and Bank of America, N.A. ("Bank of America"), and affiliated entities of each of them (collectively, the "Lead Banks"), to provide up to \$12.2 billion in financing in order to consummate the LBO.

226. On April 2, 2007, Tribune publicly announced that it had agreed to Zell's proposal. Tribune's press release stated in relevant part:

With the completion of its strategic review process, Tribune Company today announced a transaction which will result in the company going private and Tribune shareholders receiving \$34 per share. Sam Zell is supporting the transaction with a \$315 million investment. Shareholders will receive their consideration in a two-stage transaction.

Upon completion of the transaction, the company will be privately held, with an Employee Stock Ownership Plan (ESOP) holding all of Tribune's then-outstanding common stock and Zell holding a subordinated note and a warrant entitling him to acquire 40 percent of Tribune's common stock. Zell will join the Tribune board upon completion of his initial investment and will become chairman when the merger closes.

The first stage of the transaction was a cash tender offer for approximately 126 million shares at \$34 per share. The tender offer will be funded by incremental borrowings and a \$250 million investment from Sam Zell

The second stage is a merger expected to close in the fourth quarter of 2007 in which the remaining publicly-held shares will receive \$34 per share. Zell will make an additional investment of \$65 million in connection with the merger, bringing his investment in Tribune to \$315 million.

227. An Investor Rights Agreement executed in connection with the LBO granted Zell the power to veto major transactions, even though his investment in the Company was nominally structured as “debt” and a warrant rather than equity. Under the terms of the Investor Rights Agreement, transactions with a value of more than \$250 million, among others, would require the approval of the Tribune Board, which would include two directors of Zell’s choice. Such transactions, along with any changes to the Company’s by-laws, would require approval of a majority of the Tribune Board’s independent directors as well as that of one of Zell’s appointees. On May 9, 2007, Zell was appointed a member of the Tribune Board. Consistent with the reality of Zell’s position as the new controlling equity holder, the parties involved in the LBO routinely referred to Zell’s “loans” to the Company as equity investments.

228. On April 23, 2007 EGI-TRB made its initial \$250 million investment in the Company in exchange for (a) 1,470,588 shares of Tribune’s common stock at a price of \$34 per share and (b) a \$200 million unsecured subordinated exchangeable promissory note of Tribune (the Exchangeable Note), which required Tribune to make a payment to EGI-TRB at Step Two in the same amount that EGI-TRB would have received if it had held stock that was cashed out at \$34 per share as a part of the completion of the LBO.

B. In Connection With The LBO, Tribune Enters Into Loan Agreements That Are Designed To Hinder, Delay, And Defraud Its Existing Creditors

229. On May 17, 2007, Tribune entered into a Senior Loan Agreement that obligated the Lead Banks to loan Tribune \$8 billion in senior debt to be used at Step One, and \$2 billion in

incremental funds to be used at Step Two. On December 20, 2007, Tribune entered into a Bridge Credit Agreement that obligated the Lead Banks to loan Tribune an additional \$1.6 billion in subordinated senior debt in connection with Step Two. In all, these obligations totaled \$11.2 billion.

230. The Lead Banks knew that the LBO posed a high risk that the Company would have to file for bankruptcy. For example, on March 28, 2007, a senior JPMorgan employee wrote in an internal email that he was concerned about the structure of the LBO because the Lead Banks would not be entitled to “post [bankruptcy] petition interest.”

231. Thus, in order to protect themselves in the event of a bankruptcy, the Lead Banks were willing to arrange and finance the LBO only if they could effectively subordinate Tribune’s existing debt (the “Non-LBO Debt”) to the LBO Debt, so that, if the Company filed for bankruptcy, the lenders that extended the LBO Debt to the Company, or their successors (collectively, the “LBO Lenders”), would be paid before any of the Company’s other creditors. The Special Committee and Tribune Board agreed to this aspect of the LBO financing without any discussion or consideration whatsoever.

232. Under the Company’s existing credit agreements and the indentures governing its bond debt (the “Bond Debt”), the Company’s bondholders had a right to share equally in any payments made to the Company’s bank lenders in the event of a bankruptcy. The Lead Banks sought to obtain priority of payment over the Bond Debt, by insisting that the Subsidiary Guarantors, which held the majority of the Company’s value, guarantee all of the LBO Debt, including the amounts used to refinance the 2006 Bank Debt. Because the Subsidiary Guarantors had not guaranteed the Bond Debt, these Subsidiary Guarantees ensured that the LBO Lenders would be paid in full before the bondholders could receive any payments derived

from the value at the Subsidiary Guarantors. As a result, by causing the Subsidiary Guarantors to enter into the Subsidiary Guarantees, the Company effectively transferred the value of the Company's equity interest in the Subsidiary Guarantors to the LBO Lenders.

233. The Subsidiary Guarantors did not receive anything in exchange for the Subsidiary Guarantees, as all of the funds made available by virtue of the LBO Debt went first to Tribune, and then to its shareholders or advisors, existing bank lenders, or the Lead Banks.

234. The Lead Banks also took other steps that were intended to make it more difficult for the Company's non-LBO lenders to share equally with the LBO Lenders in any bankruptcy recoveries. Those steps included the creation of two new Company subsidiaries, Tribune Broadcasting Holdco, LLC ("Holdco") and Tribune Finance, LLC ("Finance"). Holdco became the holding company for the Company's broadcasting subsidiaries through the Company's transfer to Holdco of the stock of the previous broadcasting holding company, Tribune Broadcasting Company. Finance became a creditor of the Company's principal publishing subsidiaries through a complex circle of transactions, accomplished through a series of book entries, that obligated the publishing subsidiaries to Finance through substantial intercompany obligations, even though Finance had not provided any value to the publishing subsidiaries.

235. Holdco and Finance effectively controlled all the value of the other Subsidiary Guarantors, through Holdco's ownership of the broadcasting subsidiaries, and Finance's "loans" to the publishing subsidiaries. Holdco and Finance were Subsidiary Guarantors, and the Company pledged its stock in Holdco and Finance to further secure the LBO Debt (the "Pledge").

236. The Company and the Lead Banks agreed to the creation of Holdco and Finance and the complex related transactions to hinder, delay, and impede the ability of non-LBO lenders

to challenge the Subsidiary Guarantees in the event of a bankruptcy. Specifically, the Company and Lead Banks believed that because Holdco and Finance had no pre-existing creditors, a plaintiff would be unable to challenge their Subsidiary Guarantees as fraudulent.

237. In late May 2007, a JPMorgan analyst who was working on the LBO explained in colorful terms how the Subsidiary Guarantees ensured that JPMorgan and the other LBO Lenders would be paid in full in a Tribune bankruptcy, notwithstanding that the Company's value was less than the total debt it would have following consummation of the LBO:

There was a WSJ article today that talked about how TRB . . . has no room for mistake no more. The article also talked about how there is a wide speculation that the company might have put so much debt that all of its assets aren't gonna cover the debt, in case of (knock knock) you-know what. Well that is actually basically what we (JK and me and rest of the group) are saying too, but we're doing this 'cause [Tribune's assets are] enough to cover our bank debt. So, lesson learned from this deal: our (here, I mean JPM's) business strategy for TRB, but probably not only limited to TRB, is "hit and run"—"we'll s_ck the sponsor's a\$\$ as long as we can s_ck \$\$\$ out of the (dying or dead?) client's pocket, and we don't really care as long as our a\$\$ is well-covered. Fxxk 2nd/private guys—they'll be swallowed by big a\$\$ banks like us, anyways".

C. The LBO Was A Single Unitary Transaction With Two Steps

238. The Tribune Board approved both Step One and Step Two on April 1, 2007. Consistent with this unitary approval, the market accurately viewed Step One and Step Two as part of a single, unitary transaction, designed to allow Tribune to become a privately held company that could reap the tax benefits afforded to an S corporation owned by an ESOP. Thus, the LBO made economic sense for its participants only if Step Two closed, which was necessary in order for the anticipated tax savings resulting from the ESOP structure to be realized. EGI-TRB acknowledged the central importance of the S corporation/ESOP structure to both it and the LBO at the outset of its bidding process, stating that "the tax structure is the only thing that made [the LBO] financially attractive for us."

239. Consistent with EGI's views, an internal Bank of America "Deal Screen Memorandum" dated March 5, 2007 listed the tax benefits and potential reduction in capital gains taxes from future asset sales resulting from the Company's S corporation/ESOP structure, none of which would occur until the close of Step Two, as the first items in the "Transaction Rationale" for the LBO. Similarly, in a letter dated March 29, 2007, Moody's called the S corporation election "a critical component of the company's plan," noting that "[t]he tax-free status and the effective elimination of the significant amount of deferred tax liabilities . . . is a critical mitigating factor to the minimal amount of equity and is thus a key assumption factored into" Moody's rating.

240. As discussed above, the only reason that the transaction was consummated in two steps was because the Controlling Shareholders would not agree to vote in favor of or support the LBO unless it provided an upfront payment to shareholders that was not delayed by the time it would take to obtain the FCC approval necessary to complete the transaction. Had there been a way to structure the transaction so that only one step was necessary, it would have been so structured. Thus, neither of the two steps was intended to occur on its own, and each was designed to be dependent on the other. For example:

- a. the Company's press release announcing the deal prior to the close of Step One referred to the LBO as a "two-stage transaction," and explained that, "[u]pon completion of the transaction, the company will be privately held, with an Employee Stock Ownership Plan (ESOP) holding all of Tribune's then-outstanding common stock";
- b. the Tribune Board approved both Steps One and Two at the same time;
- c. the commitment letters providing for the Step One and Step Two financing (the "Step One Commitment Letter" and "Step Two Commitment Letter," respectively) were executed at the same time, and obligated the lenders to provide the requisite financing to permit Step Two to occur;
- d. the loan agreement entered into at Step One provided for the secured financing for both Step One and Step Two;

- e. a single Merger Agreement executed at Step One required the Company to exercise reasonable best efforts to effect both Step One and Step Two of the LBO;
- f. the Step One and Step Two Commitment Letters cross-referenced each other, and the Step One Commitment Letter made the execution and delivery of the Merger Agreement without waiver, amendment, or modification a condition precedent to the Company's initial borrowings at Step One;
- g. the Step One Commitment Letter and Step Two Commitment Letter explicitly conditioned the borrowing under these facilities on the continued existence of the financing commitments (for both Step One and Step Two) set out in the Merger Agreement; and
- h. the fairness opinions on shareholder consideration issued by Merrill and Morgan Stanley, on which the Tribune Board relied in approving the LBO in April 2007, evaluated and referred to the Merger Agreement as the governing document, and considered the share acquisitions at Step One and Step Two together.

241. The documents maintained by and communications among the Lead Banks also show that the LBO was a unitary transaction with two steps. For example, all of the Lead Banks analyzed the LBO, which they referred to as a "two-step transaction," as one transaction, and sought internal approval to participate in both steps in advance of Step One. Moreover, a senior member of the Merrill team commented that the rating agencies would "immediately rate Tribune for the entirety of the buyout transaction when the purchase agreement is signed," noting that JPMorgan, Citigroup, and Merrill "would commit to both steps in order to ensure financing for the whole transaction."

242. Additionally, at the time of Step One, Step Two was, at minimum, highly likely to occur. As noted, and as widely acknowledged by the parties involved, shareholder approval for the LBO was effectively secured from its inception, as the voting agreement with the Chandler Trusts virtually guaranteed it. As Tribune management consistently acknowledged, obtaining shareholder approval was never a significant hurdle.

243. The parties also believed that FCC approval, another condition of consummation of the deal, would be obtained because the LBO entailed no new combination of assets, and

therefore the merger merely involved the renewal of existing cross-ownership waivers. As recognized by rating agencies and news analysts, FCC approval in these circumstances was expected.

D. Rating Agencies, Wall Street Analysts, News Publications, And Investors React Negatively To The LBO

244. On April 2, 2007, two of the three major credit rating agencies, Fitch and S&P, downgraded Tribune's debt in response to the approval of the LBO. S&P stated:

[B]ased on our analysis of the proposed capital structure, we have determined that if shareholders approve the transaction as outlined, we would lower the corporate credit rating to 'B', with a stable outlook.

The expected 'B' rating would reflect the company's highly leveraged capital structure, weakened credit measures, and reduced cash flow-generating capability as a result of its LBO and associated heavy interest burden. The rating would also underscore Tribune's exposure to the very challenging revenue climates and competitive market conditions affecting its newspaper and broadcasting operations, and its aggressive financial policy.

245. On April 19, 2007, S&P downgraded Tribune's credit rating on its unsecured notes to CCC+ indicating a high default risk. S&P reported that "given the amount of priority debt ahead of these notes, we will assign them a recovery rating of '5' upon the close of the proposed bank transaction, indicating the expectation for negligible (0% -25%) recovery of principal in the event of a payment default." On April 23, 2007, Moody's also downgraded Tribune, citing the significantly increased leverage that the Company would incur as a result of the LBO.

246. Similarly, citing the increased debt Tribune planned to take on by virtue of the LBO, Fitch expressed its belief that the deal would be "detrimental to bondholders," and maintained a negative outlook on the Company. On May 3, 2007, Fitch announced that Tribune's ratings would remain on "rating watch negative." Fitch stated that the downgrading reflected the "significant debt burden the announced transaction places on the company's balance

sheet while its revenue and cash flow have been declining,” especially in light of “meaningful secular headwinds that could lead to more cash flow volatility in the future.” Fitch believed that “these factors could impair the company’s ability to service its debt, particularly if coupled with a cyclical downturn.”

247. Wall Street analysts’ responses were consistent with the rating agency downgrades and concerns over the transaction. For example, on April 2, 2007 Barclays Capital stated:

We think it is possible that TRB is leveraged higher than the total asset value of the company (after taxes), which makes recovery valuations difficult if the economy and/or advertising market slows.

248. On April 3, 2007, an analyst from Gabelli & Co. stated, “I certainly hope no one else is thinking of doing what Tribune has done. It’s a mess.” Similarly, a Goldman Sachs analyst reported that same day that “with estimated annual interest expense of over \$1bn/yr and estimated EBITDA of \$1.3bn, the transaction leaves little room for error, particularly in this challenging newspaper operating environment.” The analyst pointed out that the high leverage from the deal left Tribune in a “precarious financial position.”

249. Also on April 3, Bloomberg News quoted an industry analyst who stated that, for the LBO to succeed, Tribune either had to significantly cut costs or experience “significant growth.” The analyst remarked that “[t]here just isn’t a scenario that shows how this industry or this company is going to get significantly better.” The article essentially predicted—correctly—that, absent a miracle, Tribune could not survive the LBO.

250. A Lehman analyst reported on April 26, 2007 that the “[p]roposed deal leaves TRB with debt-to-2007E-EBITDA of 11.5x . . . which we believe is far too high for secularly declining businesses Debt payments should overwhelm EBITDA, by our calculations.”

251. Financial analysts and rating agencies were not alone in recognizing the devastating consequences of the proposed LBO. As soon as the LBO was announced, a growing

chorus of news outlets also began reporting on the substantial risk of the proposed transaction, openly questioning the proposal's soundness, and highlighted the crushing debtload that the LBO would create. For example, on April 2, 2007, the *Baltimore Sun*—one of Tribune's own newspapers—questioned the wisdom of the proposed LBO: "The deal, which would return Tribune to private ownership, would make the company one of the most heavily indebted enterprises in the media industry at a time of falling readership and declining advertising revenues." The report commented further that Tribune's rivals were "dumbfounded" by the deal.

252. On April 3, 2007, the *New York Times* reported that the proposed sale came with some "big risks," observing that the LBO "would saddle the company with \$13 billion in debt even as advertising sales and circulation decline." An article appearing in the *Times* three days later characterized the proposed LBO as "one of the most absurd deals ever."

253. In an April 4, 2007 article entitled "How Will Tribune Pay Its Debts?" the *Wall Street Journal* stated:

The big question hanging over Tribune's \$8.2 billion buyout deal unveiled Monday is this: How do they plan to do that [repay its debt], given that the newspaper industry faces uncertain prospects? Financed almost entirely by debt, the buyout will leave the newspaper and TV concern staggering under more than \$12 billion in debt when existing borrowings are included. That is about 10 times Tribune's annual cash flow, a ratio several times higher than typically carried by most media businesses.

254. On April 16, 2007, *Businessweek* also raised serious concerns as to the highly leveraged nature of the proposed LBO:

How leveraged? The just-announced deal orchestrated by investor Sam Zell leaves the company with more than \$13 billion in debt. To put that in its proper perspective, Tribune's cash flow in '06—earnings before interest, taxes, depreciation, and amortization, or EBITDA—was \$1.3 billion. Thus its debt exceeds last year's EBITDA by about ten times. This is an angina-inducing multiple even for veteran media players accustomed to playing with debt, some of whom get nervous above six. And Tribune's cash flow comes in large part from big-city Old Media properties, which are not noted for their stability right now. (Tribune's revenues declined by more than 5% in February.)

255. By contrast, an extensive search of contemporaneous accounts reveals no articles or analyst reports suggesting that the LBO made sense or was a positive move for the Company. The D&O Defendants must have been—and certainly should have been—aware of the universally negative reaction to the LBO.

256. The market’s negative perception of the LBO hindered the Lead Banks’ ability to syndicate the LBO Debt. When asked if the problems were “[s]omething about this deal or the mkt,” a Merrill banker responded: “[The issue is] [t]his deal—market is busy, but fine. Misjudged level that investors would require here. Working people through the structure has been a challenge, but major pushback has been on newspaper business.”

257. Similarly, on May 11, 2007, a JPMorgan Banker reported internally:

Since we launched two weeks ago, the deal has struggled in the market. Investor concerns include total leverage (8.9x EBITDA), low equity check from Sam [Zell], continuing deterioration of newspaper industry fundamentals, price and overhang from expected Second step of the transaction which will occur later this year.

XI. The Company Engages In Intentional Fraud In Order To Close Step One

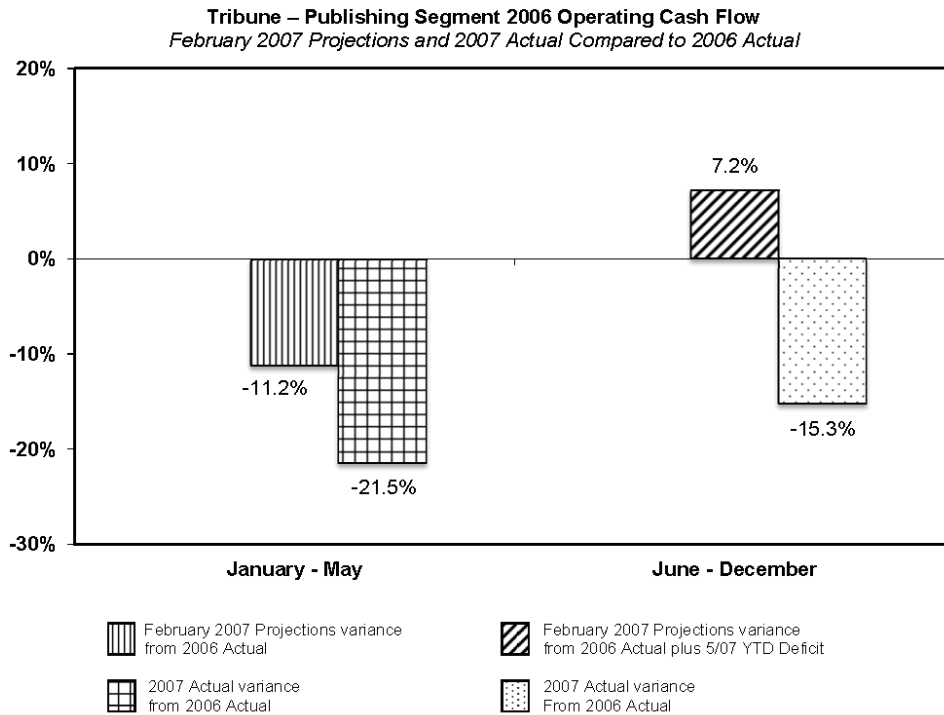
A. The D&O Defendants, Controlling Shareholders, Zell, And Advisor Defendants Purport To Rely On The Outdated, Unreasonably Optimistic February 2007 Projections In Order To Obtain A Step One Solvency Opinion

258. Incentivized to ensure that the LBO was consummated so that they could obtain the lucrative payments associated with selling their shares in the LBO and the special monetary incentives offered by Zell, the D&O Defendants, the Controlling Shareholders, Zell, and the Advisor Defendants purported to rely on the unrealistic February 2007 Projections even as each month’s below-projection performance showed conclusively that they could not be achieved.

259. As should have been reasonably expected, the Company’s actual operating cash flows through May 2007, right before Step One closed, materially failed to meet even the

relatively modest projections for early 2007 set forth in the February 2007 Projections, and definitively showed that the projections were unreasonable. As of May 2007, operating cash flow for six newspapers accounting for more than 91% of the Company's publishing business was 24% off of 2006 results, and 14% off of the February 2007 projections. Similarly, the Company's publishing segment as a whole was 21.5% off of its 2006 results, and 12% off of the February 2007 Projections.

260. To make up the ground the publishing segment lost through May and achieve the February 2007 Projections for the full calendar year, the publishing segment's weekly operating cash flow for June through December 2007 would have to have been 38% higher than it was from January through May. This meant that the Company would have had to exceed the 2006 actual results by 7.2% for the remainder of the year—an impossible proposition since the publishing segment's results were already trailing 2006 by 21.5%.



261. No reasonable person could have expected this to occur given the state of the publishing industry at that time and the Company’s historical performance. Indeed, as noted in June 2006 by Stinehart, “over the past two years, Tribune . . . significantly underperformed industry averages *and there [wa]s scant evidence to suggest the next two years w[ould] be any different*” (emphasis added).

262. The Officer Defendants were aware of the Company’s dismal performance, as they received weekly “flash reports” showing that the February 2007 Projections were unrealistic almost immediately after they were disseminated. Up-to-date financial information was regularly provided to the Director Defendants. For example, in preparation for the Tribune Board’s May 9, 2007 meeting, FitzSimons sent to the Tribune Board the Company’s first-quarter results, which showed total operating profits down 22% from 2007, with the observation that “the newspaper industry’s going through a very difficult first half.” Such up-to-date financial

information was also likely known by, and was certainly available to, the Controlling Shareholders, Tribune advisors, and Zell. Additionally, on May 20, 2007, in defending against shareholder litigation relating to the LBO, Tribune proffered the declaration of an expert witness who stated that absent the LBO, the Company's per share value could be "well below \$32," particularly in light of the Company's weak financial performance since Zell's proposal was made.

263. Nevertheless, contrary to what the Company subsequently acknowledged as proper corporate practice of updating its financial projections based upon "the most recent information available" as soon as such information became available, the Officer Defendants decided not to publicly update Tribune's February 2007 Projections until *after* Step One closed, and *after* VRC relied on those projections to render its Step One solvency opinion. Similarly, the Director Defendants, Controlling Shareholders, Tribune advisors, and Zell continued to cite the February 2007 Projections as a justification for the deal, even though they knew, or were reckless or grossly negligent in not knowing, that these projections could not be achieved. Emails among the Officer Defendants, EGI, and Tribune's advisors show, however, that notwithstanding the Officer Defendants' failure to update the February 2007 Projections prior to the close of Step One, the Officer Defendants knew that they should have done so. On March 20, 2007, an EGI executive disclosed to the EGI team that defendant "Chandler [Bigelow] indicated on [March] 9th that management needed to sit down and refine their projections for 2007." On March 21, 2007, Tribune circulated a document showing actual results for January and February compared to February 2007 Projections. Kazan stated to Bigelow that they needed to discuss the results with defendant Grenesko before including them in a rating agency presentation or showing them

to EGI, as “[t]his is tricky b/c we’ve told Nils [Larsen of EGI] that we aren’t [sic] changing our plan based on the results from the first two periods.”

264. Emails among defendant Amsden and EGI-TRB representative Mark Sotir (“Sotir”) also show that the Officer Defendants did downwardly revise the February 2007 Projections *internally* weeks prior to the Step One close, but decided not to distribute the revised numbers outside of the Company or to the Tribune Board. The emails reference “new ‘projections’ which are a new look at the full year numbers,” but state that Amsden was reluctant to disclose the new projections to EGI because of “potential legal concerns.”

265. Emails among the Officer Defendants also show that the Officer Defendants engaged in subsequent discussions respecting whether the revised projections should be disclosed. For example, Knapp wrote the following email to defendant Bigelow and others on April 30, 2007:

Brian [Litman] and Chandler [Bigelow]: You guys need to help get with Don [Grenesko] and Crane [Kenney] to figure out whether or not we are doing an updated projection next week knowing that if we do, we may end up with some consistency issues to the recent document disclosures. Harry [Amsden] is insisting that we HAVE to and I told him I thought the 6th floor was thinking we weren’t and he should get to Don [Liebentritt] and figure it out.

266. Consistent with the contemporaneous emails showing that the Company knew that the February 2007 Projections were unrealistic both at the time they were created and at the close of Step One, the Company was unable to proffer a single witness during the pendency of its bankruptcy proceeding who could attest to the honesty or reasonableness of any aspect of the February 2007 Projections.

267. On June 8, 2007, only four days after Step One closed, Sotir asked other EGI-TRB representatives if they could meet with the “Trib finance team” on June 12, 2007. Sotir wrote, “[T]hey may show us their revised forecast, but are still discussing with lawyers what

level of detail they can discuss.” Presumably, that “revised forecast” was not prepared during the four days between the Step One close and June 8, 2007.

268. The decision to continue to purport to rely on the outdated, unreliable February 2007 Projections at the close of Step One was a crucial failing by the Company’s fiduciaries. Because the February 2007 Projections were both unrealistically optimistic and significantly higher than the Company’s actual performance, the downside cases used to test the LBO—(i) “Downside Case A,” which reflected a 2% decline in publishing revenue per year and flat operating cash flow for the broadcasting segment, and (ii) “Downside Case B,” which reflected a 3% decline in publishing revenue per year and a 1% per year decline in the operating cash flow for broadcasting—were, at best, base cases rather than downside cases. Indeed, the Company acknowledged in May 2007 that its performance for the first quarter of 2007 was “significantly below” the February 2007 Projections and “closest to its ‘Downside Case B,’” and that its performance for April 2007 was substantially worse. Defendant Bigelow had acknowledged in writing in March 2007 that if the Company consummated the LBO and performed in accordance with even “Downside Case A,” then the Company would have “no equity value,” and thus be insolvent. Remarkably, the Company’s even worse “Downside Case B” performance did not cause Bigelow, or any of the other Company fiduciaries, to suggest that the Company should abandon or restructure the LBO.

269. As noted, both the Special Committee and Tribune Board had access to up-to-date financial information showing Tribune’s dismal performance. The members of the Special Committee and Tribune Board thus knew—or were reckless or grossly negligent in not knowing—that VRC’s opinion was premised on flawed projections and a flawed and inadequate downside case. As such, even if VRC otherwise applied appropriate valuation methodology—

which it did not—the Special Committee’s and Tribune Board’s purported reliance on VRC or management was wholly unwarranted and in bad faith.

B. The Officer Defendants Instruct VRC To Deviate From Industry Practice In Issuing Its Solvency Opinions

270. Faced with the reality that the traditional methodology used to prepare a solvency opinion would show that the LBO would render the Company balance sheet insolvent, inadequately capitalized, and unable to pay its debts as they came due, and lured by the lucrative financial benefits that consummation of the LBO would bestow upon them, the Officer Defendants, including Bigelow and Hianik, prevailed upon VRC to use a series of improper methodologies to prepare its Step One solvency opinion.

271. First, the Officer Defendants instructed VRC to ignore the debt that the Company planned to incur at Step Two when issuing the Step One solvency opinion. As outlined above, the LBO was conceived of and promoted, first to Tribune and then to the public, as a single, unitary transaction with fully committed financing. Thus, the legal and economic reality of the LBO required that all of the debt incurred in the transaction be considered in the Step One solvency analysis. Indeed, the draft solvency opinions originally submitted to the Officer Defendants by VRC were prepared precisely in this manner. In an effort to hide the disastrous effect that the LBO would have on the Company and ensure that they received the payments associated with consummation of the transaction, however, the Officer Defendants and VRC agreed to consider only the Step One debt, thus artificially reducing the Company’s liabilities for purposes of the solvency analysis.

272. Second, as noted above, the Officer Defendants and VRC agreed that in performing its solvency analyses, VRC would depart from the standard definition of “fair value” that it had used in every other solvency opinion it had ever prepared. Specifically, rather than

assuming that Tribune would be purchased by a hypothetical willing buyer, VRC agreed to opine on Tribune's solvency assuming that the buyer would be structured to receive the same favorable tax treatment as the ESOP utilized for the LBO—that is, that the buyer would be another ESOP. As Duff & Phelps had previously recognized [REDACTED], there was no precedent and no justification for making this alteration in the definition of fair value, other than to artificially pump up value for solvency purposes.

273. Nevertheless, on June 4, 2007, defendants Grenesko and Bigelow delivered certificates to the Lead Banks certifying that the Company was solvent as of that date.

XII. VRC Improperly Renders The Step One Solvency Opinion

274. VRC uncritically and erroneously accepted the Officer Defendants' improper directions to depart from the standard definition of "fair value" and to ignore the Step Two debt when issuing its Step One solvency opinion. It also relied upon Tribune's unrealistic February 2007 Projections without a hint of skepticism, notwithstanding that VRC knew, from reviewing Tribune's interim financial statements through at least the period ended March 31, 2007, that the Company's performance was already off plan by the time the LBO was approved. Indeed, there was virtually no instance throughout the course of its Tribune engagement in which VRC did not simply adopt management's instructions, projections, and assumptions at face value, even though VRC's own engagement letter contemplated that it would review any financial data provided by management critically.

275. VRC itself realized that the aggregate amount of debt at both steps of the transaction should be considered in its Step One solvency analysis. Draft VRC solvency opinions related to the Step One solvency analysis assumed consolidation of the aggregate debt related to both steps of the LBO.

276. That changed, however, when Tribune revised VRC's draft solvency opinion and instructed VRC to consider only the Step One debt. VRC expressed reservations about Tribune's gerrymandered approach. As Mose "Chad" Rucker, a VRC Managing Director, noted in an email dated April 22, 2007, "One major issue is the deletion of step 2. All of projections and analysis assume consum[m]ation of step 2." Nevertheless, VRC complied with Tribune's instruction so as not to jeopardize the high engagement fee it had bargained for in connection with a transaction that VRC viewed as risky.

277. In addition to improperly disregarding Step Two debt and improperly manipulating the definition of fair value, VRC committed several other significant errors in connection with its Step One solvency analysis. For example, VRC changed how it weighted the discounted cash flow ("DCF") valuation methodology in its overall analysis. The DCF valuation approach yielded a value for Tribune that was significantly lower than that obtained through other valuation methods. Several drafts of VRC's Step One solvency analysis weighted the DCF method more heavily than the other valuation methodologies. At the same time, VRC initially gave relatively little weight to the "comparable transactions" method, which yielded a much higher valuation figure. However, in its final solvency analysis, VRC reduced the weight given to the low DCF valuation and increased the weight given to the high comparable transactions value, thereby increasing Tribune's overall valuation figure. This shift in VRC's methodological weighting further tipped the balance in favor of finding Tribune solvent at Step One.

278. Other significant errors contained in VRC's Step One solvency analysis included the following:

- a. VRC's DCF model failed to deduct the costs of the planned Tribune Interactive business acquisition and the costs of internal development investments in determining cash flow, resulting in a substantial overstatement in operating asset value.

- b. VRC used discount rates in its DCF analysis that were too low (resulting in an overstatement of value) given the uncertainty associated with Tribune's ability to achieve expected long-term growth rates in the publishing segment, particularly given the significant growth contemplated in the Interactive business.
- c. The exit multiples in VRC's DCF analysis assumed long-term growth rates that were unreasonable in light of the general secular decline in the publishing business and in Tribune's profitability, and that exceeded even the growth rates contemplated by Tribune management in the February 2007 Projections.
- d. VRC failed to apply any minority or marketability discounts in connection with its determination of the value of Tribune's equity investments, despite the fact that Tribune held less than a 50% ownership interest in most of those investments and most of the investments were in non-public, closely held businesses.
- e. VRC relied on comparable company and transaction valuation approaches informed by companies materially different than Tribune or its investments.

279. On May 24, 2007, VRC delivered to Tribune its Step One solvency opinion, which concluded that the Company would be solvent immediately after and giving effect to the consummation of the Step One transactions.

XIII. The Company's Fiduciaries Ignore The Company's Performance And The Cacophony Of Voices Warning Against The LBO And Permit The Transaction To Proceed

A. The Special Committee And The Tribune Board⁵ Breach Their Fiduciary Duties In Connection With Step One

280. The Tribune Board met only twice between the time that the LBO was approved and the time that Step One closed, and the Special Committee met only once during that period. The Director Defendants were all financially sophisticated, and information demonstrating the folly of the February 2007 Projections was provided to them. The Tribune Board received regular reports of the Company's performance and thus had the information necessary to determine that the February 2007 Projections were not realistic. Nevertheless, neither the Tribune Board nor the Special Committee minutes reflect any meaningful analysis of the

⁵ The term "Board," as used in paragraph 280 means defendants FitzSimons, Hernandez, Holden, Morrison, Osborn, Reyes, Taft, White, Chandler, Goodan, Stinehart, and Zell.

February 2007 Projections on which the VRC Step One Solvency Opinion was based, nor consideration of whether the Company's actual performance, which was significantly below that forecast in the February 2007 Projections, rendered the VRC Step One Solvency Opinion unreliable or the LBO inadvisable. Additionally, although the Director Defendants knew, or were reckless or grossly negligent in not knowing, of all of the flaws in the VRC analysis, including VRC's extraordinary change to the definition of fair value, none of the Director Defendants questioned why VRC had made the modification or whether or how it would affect VRC's conclusions. Rather, enticed by the financial incentives and the ability to escape the Company's downward spiral at a premium price, both the Special Committee and the Tribune Board charged head-long into a transaction that reaped tens of millions of dollars for their members, but left the Company insolvent, inadequately capitalized, and unable to pay its debts as they came due. In so doing, the Special Committee and the Tribune Board breached the fiduciary duties of care, good faith, and loyalty that they owed to the Company.

281. Moreover, neither Stinehart, Goodan, nor Chandler, who knew that the optimistic outlook embodied in the February 2007 Projections was, in Stinehart's words, "hard to believe," voiced any concern respecting the LBO. Satisfied that the interests of their "special constituency" were protected, the Chandler Trust Representatives remained silent.

B. The Subsidiary D&O Defendants Approve The Subsidiary Guarantees Through A Grossly Deficient And Conflicted Process

282. On June 4, 2007, the Subsidiary D&O Defendants also abdicated their fiduciary duties by authorizing the Subsidiary Guarantors to guarantee the LBO Debt used to consummate Step One and part of Step Two of the LBO.⁶ These Subsidiary Guarantees were essential to the

⁶ The following Subsidiary Guarantors were not signatories to the guarantees executed on June 4, 2007, but executed joinders to those guarantees on December 20, 2007: Eagle Publishing Investments, LLC; Eagle New Media Investments, LLC; Newport Media, Inc. (now known as Tribune MD, Inc.); Star Community Publishing

LBO. The LBO Lenders would not lend the LBO Debt unless they obtained guarantees from the Subsidiary Guarantors to guarantee the LBO Debt used to consummate the LBO. Thus, without the guarantees, Tribune could not obtain the LBO Debt, and without the LBO Debt, Tribune could not consummate the LBO.

283. The Subsidiary Guarantors received none of the proceeds of the LBO Debt that the Subsidiary Guarantees unconditionally obligated them to repay. Instead, more than \$8 billion of the proceeds were immediately used to consummate the LBO, such as buying Tribune's shares, paying inducements to Tribune's directors and officers, and paying tens of millions of dollars in fees to its lenders and advisors. Thus, while the Subsidiary Guarantees imposed a joint and several multibillion-dollar debt on each Subsidiary Guarantor, they did not provide the Subsidiary Guarantors, either individually or collectively, with any direct or indirect benefit or value in return.

284. The Subsidiary D&O Defendants did not conduct any due diligence or independent investigation in connection with the Subsidiary Guarantees prior to approving them. The Subsidiary D&O Defendants did not hold a single board meeting to consider the execution of the Subsidiary Guarantees, nor did the Subsidiary D&O Defendants hire an advisor to do so. Instead, at Tribune's request, the Subsidiary D&O Defendants approved the guarantees by signing unanimous written consents.

285. In approving the Subsidiary Guarantees, the Subsidiary D&O Defendants did not consider the interests of the Subsidiary Guarantors or their creditors. The Subsidiary D&O Defendants did not consider whether the Subsidiary Guarantors received adequate consideration in return for executing the Subsidiary Guarantees, or whether executing the Subsidiary

Group, LLC; Stemweb, Inc.; ForSaleByOwner.com; Homeowners Realty, Inc.; and Internet Foreclosure Service, Inc.

Guarantees was in the best interest of the Subsidiary Guarantors or their creditors. For example, defendant Landon, who served as a director of multiple Subsidiary Guarantors, acknowledged that he viewed that role as “perfunctory” and not a matter of particular focus. According to him, “my fiduciary responsibility was to Tribune, so I was watching their money.”

286. In approving the Subsidiary Guarantees, the Subsidiary D&O Defendants labored under clear conflicts of interest. As noted, nearly all of the Subsidiary D&O Defendants stood to gain substantial monetary special incentives that would be awarded if—but only if—the LBO was consummated. The Subsidiary D&O Defendants also stood to receive millions of dollars by selling or redeeming their Tribune stock in connection with the LBO, but again, only if the LBO was consummated. The Subsidiary D&O Defendants were aware that the LBO could be consummated only if the Subsidiary D&O Defendants approved the Subsidiary Guarantees. The unanimous written consents the Subsidiary D&O Defendants signed approving the guarantees expressly stated that the Subsidiary Guarantees were a “condition precedent to the Lenders making advances” on the obligations incurred in connection with the LBO.

C. Step One Of The LBO Closes

287. On June 4, 2007, the Company consummated Step One of the LBO, and Tribune repurchased and retired 126 million shares of common stock at a purchase price of \$34 per share using proceeds from the Senior Loan Agreement. Presented with an opportunity to cash out of a rapidly deteriorating company at a premium price, Tribune’s shareholders tendered 92% of Tribune’s stock, rendering the tender offer significantly oversubscribed. Tribune used the remainder of the Step One proceeds to refinance the 2006 Bank Debt and commercial paper and to pay transaction fees. The new debt carried significantly higher interest rates than the 2006 Bank Debt, causing material harm to Tribune.

288. Consummation of Step One rendered the Company balance sheet insolvent, unable to pay its debts as they came due, and inadequately capitalized.

XIV. The Publishing Industry And Tribune Continue To Decline Between The Close Of Step One And Step Two

A. The Secular Decline In The Publishing Industry Worsens

289. The newspaper publishing industry continued its secular decline through the remainder of 2007. In a research report issued in July 2007, Fitch highlighted the negative impact of secular and structural changes on the newspaper industry:

Fitch believes newspapers will continue to face intense secular issues on the revenue side. Fitch expects national advertising and automotive classifieds to continue to be significantly pressured. Fitch believes these changes are structural, not cyclical, and does not believe the advertising lost in these categories will return to newspapers in any meaningful way in future periods. Help wanted and real estate classifieds sustained growth and profits at many newspaper companies in 2005 and the first half of 2006, but both categories have slowed significantly in recent periods. Fitch expects this trend to continue for the rest of 2007, driven by both cyclical and secular issues.

290. Fitch also reiterated its negative outlook for the newspaper industry, stating:

With no meaningful catalysts for the remainder of 2007 or 2008 to reverse the operational pressure and secular uncertainty facing the newspaper industry, Fitch expects the event risk environment to remain heightened for bondholders.

291. Similarly, on September 6, 2007, S&P noted the continuing secular shift in the distribution of advertising dollars from traditional media to new media, and affirmed its negative outlook for the newspaper publishing industry:

Advertising and circulation revenues, the bread and butter of newspaper publishers, continue to grow leaner as the industry deals with a number of serious problems and challenges. Among publishers' hurdles are an ever-increasing array of new advertising media, which are cutting into newspapers' share of the ad pie. . . . Newspaper publishers' share of the advertising market is shrinking in the United States, and we expect that trend to continue for the foreseeable future. . . .

The trend in declining newspaper ad share extends back more than five decades We do not expect the downtrend to end within the foreseeable future, if at all Standard & Poor's forecasts little improvement for newspaper

advertising in 2008. For newspaper advertising as a whole, we anticipate a rise in ad spending of less than 1.0%.

B. Tribune Significantly Underperforms The February 2007 Projections And Is Further Downgraded

292. In its Form 8-K filed on July 25, 2007, Tribune reported second quarter 2007 consolidated revenues for the Company of \$1.3 billion, down 7% from the prior year. Thus, 2007 second quarter performance was 5.9% off the February 2007 Projections on which the Tribune Board's approval of the transaction was based. Given that the February 2007 Projections had been created only four months earlier, this was an enormous miss that should have been alarming. While the February 2007 Projections forecast that Tribune was going to beat its 2006 performance, operating profit for publishing in the second quarter of 2007 was more than 50% below publishing's operating profit during the same period in 2006.

293. In July 2007, Fitch noted that the Company continued to face "meaningful secular headwinds," as well as challenges including declining circulation trends for newspapers, pressures on newspaper advertising revenue streams, significant substitution risk, and competition threat from online rivals:

Fitch believes [Tribune's] newspapers and broadcast affiliates (particularly in large markets where there is more competition for advertising dollars) face meaningful secular headwinds that could lead to more cash flow volatility in the future. With fixed-charge coverage estimated to be below 1.3 times (x), there is very little room to endure a cyclical downturn. In addition, the rating continues to reflect declining circulation trends for newspapers, pressures on newspaper advertising revenue streams, significant substitution risk and competitive threat from online rivals (particularly in high-margin classified categories), volatile newsprint prices, the threat of emerging technologies on the economics of the pure-play broadcasting business and the volatility of cash flow due to cyclical and political fluctuations.

Importantly, publishing sector operating profits of \$102 million were well below our \$145 million figure and less than half of the \$209 million reported in Q2/06. This is a clear cause for concern.

294. On August 14, 2007, Lehman cut its earnings estimate for Tribune and stated that “Tribune is significantly overlevered currently and should not be adding more debt to its capital structure given the ongoing secular decline in the fundamentals across Tribune’s newspapers and TV stations.” Lehman concluded that final consummation of the LBO would leave the Company unable “to cover the estimated annual interest expense from operations let alone have excess free cash flow to pay down debt each year.”

295. On August 20, 2007, S&P issued a research update, lowering Tribune’s corporate credit rating to B+ from BB-, and citing “deterioration in expected operating performance and cash flow generation compared to previous expectations.”

296. On November 27, 2007, the Company announced results for October 2007. Consolidated revenues had declined 9.3% in that period in relation to the comparable period in the prior year. As a result, Moody’s downgraded Tribune’s Corporate Family Rating to B1 from Ba3. The downgrade reflected Moody’s

estimate that projected advertising revenue, EBITDA and cash flow generation will be lower than previously anticipated in 2008 and 2009 as a result of the ongoing challenges associated with a difficult revenue environment facing the newspaper industry.

XV. The LBO Lenders Begin To Question The Company’s Solvency

297. The LBO Lenders also recognized that in light of Tribune’s financial performance, the LBO rendered the Company insolvent, inadequately capitalized, and unable to pay its debts as they came due.

298. On July 26, 2007, various JPMorgan bankers centrally involved in the LBO reported to JPMorgan Vice Chairman James B. Lee, Jr. (“Lee”) that JPMorgan was “totally underwater on this underwrite [and] the deal is now underequitized and underpriced.”

299. Additionally, in a memo marked “Highly Confidential, Internal Distribution Only,” JPMorgan wrote:

JPMorgan deal team’s DCF and sum of the parts analysis based on revised July projection indicate that the current valuation of Tribune is approximately \$[10] to \$[13] billion, potentially failing the solvency tests (*i.e.*, debt amount exceeds value of Borrower).

300. Similarly, a Merrill banker informed EGI-TRB on August 20, 2007, that it was “highly unlikely that [the Company’s solvency firm] can get there.” A Bank of America banker echoed this sentiment on September 10, 2007, stating “I think the solvency opinion might be difficult, in my opinion.”

301. Moreover, solvency analyses prepared by each of JPMorgan, Merrill and Citigroup in the days leading up to the Step Two close concluded that the Company was insolvent under various scenarios. Specifically:

- a. Citigroup “didn’t believe the Company’s projections were achievable” and “created [its] own set.” Solvency analyses using these projections and Citigroup valuation parameters (rather than VRC’s) showed that the Company was insolvent by more than \$1.4 billion.
- b. Merrill’s solvency analyses showed that the Company was insolvent by more than \$1.5 billion in the “low” cases, and by at least \$287 million in the “mid” cases.
- c. Solvency analyses prepared by JPMorgan on December 13 and December 18, 2007 show that Tribune was insolvent in certain “low” and “stress” cases.

302. In light of these analyses, the LBO Lenders did not want to go forward with Step Two, but believed they were contractually obligated to do so. In an email regarding a July 3, 2007 call with the Company, a Citigroup banker stated, “I expect a real problem. Let’s hope that it is so bad that they trip the 9x covenant that they have to meet to close Step 2.” The Citigroup banker reiterated this sentiment on July 20, 2007, stating:

I’m told there are only 3 ways that the deal won’t close:

-they miss the 9x gteed debt covenant

- they don't get a solvency opinion
- whatever the FCC determines causes a MAC [material adverse change] in the broadcasting business.

I'm hoping for one of the first two.

303. The Officer Defendants were aware that the LBO Lenders harbored these concerns. On November 8, 2007, the Lead Banks sent management a list of more than a dozen questions regarding VRC's solvency analysis, and then sent a second list of follow-up questions on December 12, 2007. Based on these questions, the Officer Defendants understood that the LBO Lenders—who now believed that the Company's value might be insufficient even to repay the LBO Lenders (which were first in line as a result of the Subsidiary Guarantees)—were seriously considering backing out of the deal. In an effort to coerce the LBO Lenders into consummating Step Two, the Officer Defendants hired the law firm of Quinn Emanuel as litigation counsel, and threatened the LBO Lenders with litigation if they failed to close Step Two.

304. In the days preceding the Step Two close, the LBO Lenders weighed their belief that the Company was insolvent against their concern that the Company would sue them if they did not fund Step Two. Notes from a December 14, 2007 meeting taken by a Bank of America banker reflect the deliberations among the LBO Lenders, and the predominant belief among them that the liability they would face if they refused to fund would be greater than any loss they would incur for funding Step Two when the Company inevitably failed:

- JPM - Not 100% final but leaning
Going ahead and funding
Risk greater if do not fund

- MRL - Not 100% but leaning to not fund
 - Reasonable that not a solvent company
 - Not planning on being lone wolf

- Citi - Numerous and not significant to not fund

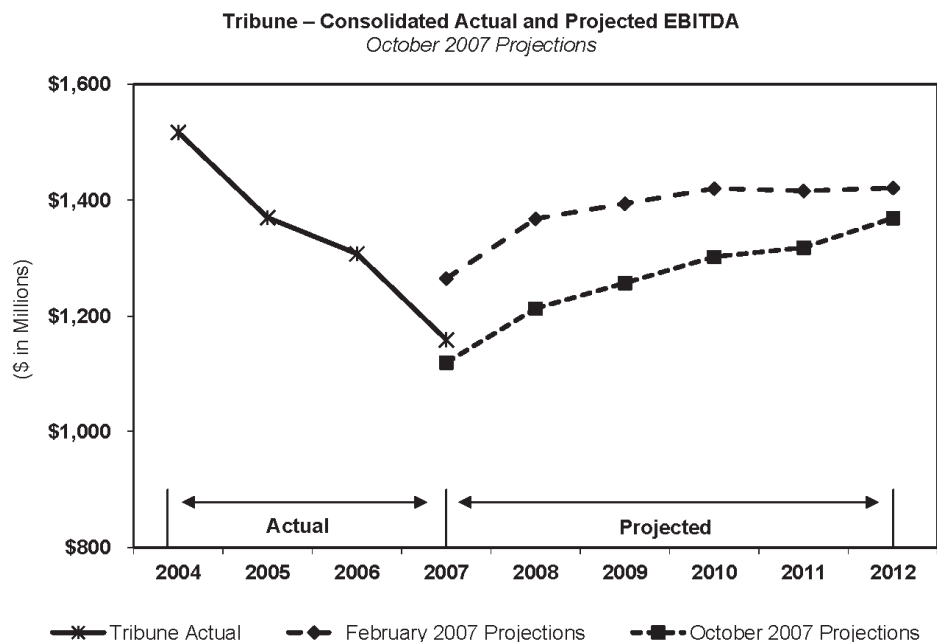
- More risk if end up in bk
- Focus on understanding risk of not funding
- Not yet landed
- . . . if in good faith—good defense

305. Not surprisingly, JPMorgan, Citigroup, and Bank of America each referred the LBO Debt to their distressed groups prior to the Step Two close. And JPMorgan downgraded its Tribune credit (following a series of prior downgrades) the day after Step Two closed.

XVI. The Company Engages In Intentional Fraud In Order To Close Step Two

A. The Officer Defendants Create Unreliable, Overly Optimistic Projections In Order To Obtain A Solvency Opinion At Step Two

306. Tribune's financial projections were finally updated by the Officer Defendants and presented, in part, to the Tribune Board in October 2007 (the "October 2007 Projections"). As shown in the graph below, although the October 2007 Projections lowered the Company's expected financial performance for calendar year 2007 relative to the February 2007 Projections, the October 2007 Projections predicted that the Company's future growth rate would outperform that predicted in the February 2007 Projections, notwithstanding that the outlook for the publishing industry and Tribune had only declined since the February 2007 Projections were prepared.



Note: Actual EBITDA adjusted to include stock based compensation; Actual 2007 EBITDA adjusted to exclude one-time special items; and Projected EBITDA adjusted to include stock-based compensation and cost savings for 2007 – 2011, and exclude Cubs and Southern Connecticut Newspapers, Inc. for 2008 – 2011.

Sources: Tribune SEC Filings; Tribune ESOP Transaction Model; Tribune Brown Books, 2007; and Tribune Co. Proxy Statement, July 13, 2007.

307. For the years 2007–2010, the February 2007 Projections included an annual growth rate of 3.9%, whereas the October 2007 Projections included an annual growth of 5.1%, a 30% increase. Similarly, the annual growth rate for the years 2010–2012 reflected in the February 2007 Projections was zero, compared with a 2.5% annual growth rate for the same period in the October 2007 Projections. There was no basis whatsoever to support the increase in projected growth rates, which served to partially offset the revenue reductions in the earlier years of the projection period.

308. The October 2007 Projections also erroneously assumed that the consolidated growth rate of 2.4% from 2011 to 2012—a year in which advertising revenues were forecast to spike due to the 2012 presidential election—would be replicated each and every year from 2013 through 2017. In other words, the October 2007 Projections improperly assumed that each of the

five years following the 2012 presidential election year would also enjoy the benefit of a growth bump occasioned by an election year. This fraudulent assumption resulted in a projected growth rate for the last five years of the ten-year projection period that was five times greater than the growth rate projected by management just eight months earlier. This growth rate assumption was a conscious effort by certain of the Officer Defendants to counterbalance the decline in Tribune's 2007 financial performance and other negative trends in Tribune's business. This intentionally fraudulent adjustment alone provided \$613 million of additional "value" to support a conclusion of solvency by VRC.

309. The October 2007 Projections were also dependent upon speculative growth assumptions in the Company's Interactive business. At the time, the Company's Interactive business was a small Internet-based division that had grown over ten years to approximately 4% of the Company's total operating revenues in 2006, and had performed at more than 4% below expectations in 2007. Without any factual basis, the Officer Defendants increased the compound annual growth rate for the Interactive business from 16.3% in the February 2007 Projections to 22.0% in the October 2007 Projections. The October 2007 Projections forecasted that revenues from the Interactive business would more than triple by 2012, and account for more than 13% of the Company's total operating revenues and 31% of projected EBITDA in 2012.

310. As they had done with the February 2007 Projections, the Officer Defendants concealed the October 2007 Projections from the members of Tribune management who would have known that they were premised on fraudulent assumptions. For example, defendant Landon, who was the head of the Company's Interactive division at the time of the LBO, did not see the projections for the Interactive division that were set forth in the October 2007 Projections until after the Company had filed for bankruptcy. When asked about those projections, Landon

stated that he “would have expected the October forecast [for Interactive] to be flat or lower” than the February 2007 Projections, and expressed surprise when he was told that the October 2007 Projections predicted greater growth than the February 2007 Projections. When he finally saw the October 2007 Projections, Landon stated that he was “disappointed in the[] numbers,” and didn’t “believe in the logic behind th[em].”

311. In addition to the overly aggressive assumptions respecting Interactive revenue projections, the October 2007 Projections assumed significant increases in the cash distributions from the Company’s equity investments, with a compound annual growth rate of 22.0% between 2007 and 2012. The premise of this increase was mainly focused on three investments; CareerBuilder, Classified Ventures, and Food Network.

312. The Officer Defendants assumed that the cash received from these investments would equal the Company’s share of accounting profits (*i.e.*, equity income from investments). This assumption, however, was inconsistent with past practice. Moreover, because the Company held non-controlling interests in these joint ventures, it had no ability to control the timing or amount of profits actually distributed as cash to the Company. Including this assumed cash flow in the October 2007 Projections was yet another attempt by certain of the Officer Defendants to fraudulently bolster the Company’s value so that VRC would be able to issue a Step Two solvency opinion and the LBO would close. As with the February 2007 Projections, Tribune was unable to proffer a witness during its bankruptcy proceeding who could attest to the honesty or reasonableness of any aspect of the October 2007 Projections.

B. The Officer Defendants Reap The Benefits Of Altering The Definition Of Fair Value, And Instruct VRC To Artificially Lower The Amount Of Company Debt When Assessing Balance Sheet Solvency

313. As noted above, in order to increase the likelihood that VRC would be able to opine that the Company would be solvent following the LBO, the Officer Defendants agreed

with VRC that VRC's solvency analysis could alter the standard definition of fair value so that the projected tax savings arising from the S corporation/ESOP structure could be included in the balance sheet solvency test. When combined with VRC's other deviations from standard valuation methodology at Step Two, inclusion of the projected S corporation/ESOP tax benefits enabled VRC to erroneously opine that the Company would be balance sheet solvent at Step Two.

314. Additionally, in another attempt to artificially increase the Company's value for purposes of VRC's solvency analysis, the Officer Defendants prevailed upon VRC to understate the amount Tribune owed on its subordinated notes (the "PHONES Notes") by ascribing to them a liability of only \$663 million, rather than the \$1.256 billion face amount of the notes (less the \$340 million value of Time Warner shares that could be netted against the liability upon redemption), and providing a representation letter signed by defendant Grenesko and, upon information and belief, drafted by defendants Grenesko, Hianik, and Bigelow, that this was a reasonable estimation of the liability arising from the PHONES Notes. The lower number was derived from the Company's financial statements, which calculated the PHONES Notes using a mix of book and fair values pursuant to Financial Accounting Standard No. 133. There can be no dispute, however, that the Company was required to pay the face amount of the PHONES Notes (less the value of the Time Warner shares) in a liquidation or upon maturity of the PHONES Notes, or that applicable law and standard valuation practice requires debt to be calculated at face value for purposes of performing a balance sheet solvency test. Indeed, VRC valued the PHONES Notes at face value in its Step One solvency opinion, and in all of the drafts of the Step Two solvency opinion that it prepared prior to the Officer Defendants' directed change. Additionally, both JPMorgan and Merrill used the face value of the PHONES Notes (minus the

value of the Time Warner shares) in the solvency analyses that they prepared prior to Step Two, as did Blackstone, the financial advisor to the McCormick Foundation. Furthermore, the Company itself considered the PHONES Notes at face value in the rating agency presentations it prepared in March and October 2007.

C. Certain Officer Defendants Misrepresent To VRC That An Outside Financial Advisor Agreed That Tribune Would Be Able To Refinance Its Debt

315. Notwithstanding that it relied on the patently unreasonable October 2007 Projections and employed multiple methodological flaws urged by the Officer Defendants or of its own making, VRC still concluded that the Company would face significant cash shortfalls in 2014 and 2015 unless it could refinance its debt that was set to mature in those years. VRC was deeply “concerned about [this] refinancing risk.” VRC’s opinion letter committee also concluded that VRC would not be able to issue a solvency opinion unless Tribune represented that Tribune could refinance that debt. Thus, on or about December 1, 2007, VRC’s Rucker placed a telephone call to defendant Bigelow, and advised that any representation from Tribune as to the reasonableness of assuming that Tribune would have the ability to refinance its debt should indicate that an outside financial advisor to Tribune agreed with any such assumption. When Morgan Stanley refused to provide the representation, certain of the Officer Defendants decided to mislead VRC into believing that Morgan Stanley had actually done so.

316. On or about December 2, 2007, certain of the Officer Defendants, including Bigelow, Grenesko, and Kenney, placed a telephone call to VRC’s Browning. During that conversation, Bigelow and/or Grenesko stated that Morgan Stanley had agreed that Tribune could refinance its debt in 2014 even in a “downside” scenario. Upon information and belief, however, Morgan Stanley had never represented that it agreed with management’s refinancing assumptions. To the contrary, Morgan Stanley’s Managing Director Thomas Wayne told

Bigelow explicitly on December 2, 2007 that Morgan Stanley was *unable* to make a representation as to Tribune's ability to refinance its debt.

317. Nonetheless, a Tribune representation letter to VRC dated December 20, 2007 that was signed by Grenesko and, upon information and belief, drafted by Grenesko, Bigelow, and Hianik, stated in part: "Based upon (i) management's best understanding of the debt and loan capital markets and (ii) management's recent discussions with Morgan Stanley, management believes that it is reasonable and appropriate for VRC to assume that Tribune . . . would be able to refinance." VRC's Step Two solvency opinion relied on that representation letter, expressly citing management's purported discussions with Morgan Stanley regarding the Company's ability to refinance its debt when it came due. VRC never sought or received confirmation of Morgan Stanley's view from, or otherwise discussed the Tribune representation letter with, Morgan Stanley itself.

318. On December 20, 2007, defendants Grenesko and Bigelow delivered certificates to the Lead Banks certifying that the Company was solvent as of that date.

XVII. VRC Ignores Its Own Internal Analysis And Adopts Management's Inflated October 2007 Projections In Issuing Its Step Two Solvency Opinion

319. Faced with the daunting task of delivering a solvency opinion in connection with Step Two of the LBO, VRC continued to rely on Tribune management's increasingly unreasonable assumptions and projections—even when VRC's own internal work product demonstrated that those projections were unreliable—and resorted to even more dubious methods of analysis.

320. As alleged above, Tribune management's October 2007 Projections unreasonably assumed that the 2.4% revenue growth rate forecast for the 2012 presidential election year would be duplicated in each of the following five years. Tribune provided VRC with a specific,

separate representation letter, signed by Grenesko and dated December 20, 2007, which purported to justify this methodology. VRC's solvency analysis incorporated management's "election year" assumption by extending the time period over which VRC calculated the discounted present value of projected cash flows from five years (as in VRC's Step One solvency analysis) to ten years, which added approximately \$613 million to Tribune's DCF value at Step Two as computed by VRC.

321. VRC's wholesale adoption of management's inflated October 2007 Projections was patently unreasonable, and flew in the face of VRC's own internal critique of management's numbers and assumptions. Specifically, VRC performed an internal assessment of the reasonableness of Tribune management's revenue and expense growth rate assumptions informing the October 2007 Projections. This assessment was memorialized in several internal VRC memoranda dated October 29, 2007. VRC analysts adjusted Tribune management's revenue and expense growth rate projections and incorporated the revised figures into a separate DCF valuation. This internal VRC valuation contrasted sharply with the DCF valuation derived from Tribune's October 2007 Projections. Indeed, at their estimated midpoints, VRC's valuation was approximately \$1.24 billion lower than the valuation derived from Tribune's projections.

322. Among the several downward adjustments that resulted in a reduced enterprise valuation by VRC, one of the most significant involved Tribune's projections regarding its Interactive business. The differences between Tribune management's and VRC's forecasts of projected annual revenues for the Interactive unit were substantial—amounting to more than \$190 million for 2012 alone. In arriving at its downward adjustment, VRC considered a number of negative factors affecting the Interactive business, including increased competition in the

interactive sector, analysts' estimated growth for the interactive business generally, and the specific decline in Interactive growth experienced by Tribune in 2007.

323. Yet, despite the fact that the internal VRC analysis demonstrated that it was inappropriate simply to accept the assumptions and conclusions fed to VRC by Tribune management, in the end VRC inexplicably ignored all of the conclusions it reached in its own analysis and proceeded to use the inflated October 2007 Projections without change in its Step Two solvency opinion. In that opinion, VRC falsely stated that, in connection with its review of the Company's forecasts, "nothing has come to VRC's attention to lead VRC to believe that it was unreasonable for VRC to utilize and rely upon such financial forecasts, projections, information and data." In an email from Amsden to various other Officer Defendants, Amsden remarked upon the apparent credulousness of VRC, noting that "[t]he bankers have asked much more detailed financial questions than VRC did."

324. In addition to its unreasonable adoption of the October 2007 Projections, VRC's Step Two solvency analysis carried over many of the same flaws and skewed assumptions that infected its Step One solvency analysis, including VRC's novel and unjustified definition of "fair value," the improper equal weighting that VRC assigned to its different valuation methodologies, VRC's failure to apply any minority or marketability discounts in connection with its determination of the value of Tribune's equity investments, and VRC's reliance on comparable company and transaction valuation approaches that used companies materially different from Tribune or its investments.

325. VRC's Step Two analysis included the following additional significant flaws:

- a. VRC accepted the Officer Defendants' direction to use a value nearly 50% lower than the face amount of the PHONES Notes for purposes of calculating the liability arising from those obligations.

- b. VRC used discount rates in its DCF analysis that did not properly reflect the risk of achieving forecasted future cash flows, particularly regarding assumptions for growth in Tribune's Interactive business.
- c. VRC ignored market-based information that was (or should have been) readily available to VRC that contradicted VRC's Step Two opinion that Tribune was solvent as of December 20, 2007.

XVIII. Tribune's Fiduciaries Fail, Once Again, To Protect The Company

A. The Tribune Board⁷ And Special Committee Breach Their Fiduciary Duties In Connection With VRC's Step Two Solvency Opinion

326. As noted above, the Tribune Board (excluding Zell, and with Taft absent and the Chandler Trust Representatives abstaining), voted to approve the LBO, including Step Two, on April 1, 2007. On December 18, 2007, The Tribune Board (including Zell and Taft) met again in connection with Step Two. The Special Committee purportedly gathered separately for a meeting that lasted, at most, fifteen minutes, and, according to draft minutes that were never finalized, resolved to recommend to the Tribune Board that it rely on the VRC Step Two solvency opinion and direct management to take all steps necessary to consummate Step Two. The Tribune Board did not hold an additional vote as to whether the Company should proceed with Step Two.

327. As with the Step One solvency opinion, neither the Tribune Board nor the Special Committee board minutes reflect any meaningful analysis of the projections on which the VRC Step Two solvency opinion was based, or discussion of the faulty assumptions employed by VRC. Given the Company's worsening financial performance, the declining state of the publishing industry, and the worsening state of the economy, no reasonable person could have believed that incurring an additional \$4 billion of debt would not plunge the Company further into insolvency. Enabling the Company to consummate Step Two of the LBO did, however,

⁷ The term "Board," as used in paragraphs 326 through 342, means defendants FitzSimons, Hernandez, Holden, Morrison, Osborn, Reyes, Taft, White, and Zell.

ensure that the Director Defendants, Officer Defendants, and Foundations would be able to sell their remaining shares in Tribune at a price that was well above the shares' actual value, despite the inevitable consequences of placing the mountainous LBO Debt on the Company. This was the ESOP "escape" plan that Stinehart laid out in July 2006. By failing to act to prevent such consequences, the Director Defendants breached the fiduciary duties of loyalty, good faith, and due care that they owed to the Company.

328. Indeed, in taking the actions described above with respect to the LBO, the D&O Defendants and Zell abandoned Tribune's interests. The D&O Defendants and Zell knowingly and intentionally acted in the sole pursuit of their personal individual interests (including receiving tens of millions of dollars in cash proceeds, bonus payments, and other monetary special incentives from the LBO, or in Zell's case, acquiring control of one of America's most prominent companies for a minimal equity investment), or in the interests of the Controlling Shareholders and/or Zell Defendants. They did not act in order to achieve any benefit or accomplish any legitimate corporate purpose for Tribune or its subsidiaries, in either the short term or long term. To the contrary, they engaged in actions that did not confer any benefit upon or serve any corporate purpose for Tribune and that could never have conferred any such benefit or served any such purpose. The actions they took were entirely adverse to Tribune's interests.

329. The Subsidiary D&O Defendants, by unanimous written consents dated as of December 20, 2007, subsequently authorized additional Subsidiary Guarantees that were necessary for Step Two to close without holding even a single meeting to consider the execution of the guarantees or the effect they would have on the Subsidiary Guarantors. In approving the Subsidiary Guarantees, the Subsidiary D&O Defendants did not consider the interests of the Subsidiary Guarantors or their creditors, including whether the Subsidiary Guarantors received

adequate consideration in return for executing the Subsidiary Guarantees or whether executing the Subsidiary Guarantees was in the best interest of the Subsidiary Guarantors or their creditors. In addition, in approving the Subsidiary Guarantees, the Subsidiary D&O Defendants faced a clear conflict of interest, in light of the significant monetary special incentives that the Subsidiary D&O Defendants stood to receive if—but only if—the LBO closed, as well as the millions of dollars the Subsidiary D&O Defendants stood to receive by selling or redeeming their Tribune stock in Step Two of the LBO. In approving the Subsidiary Guarantees, the Subsidiary D&O Defendants breached the fiduciary duties of loyalty, good faith, and due care that they owed to the Subsidiary Guarantors.

B. Morgan Stanley Fails To Inform Tribune Of Its Concerns That Tribune Would Be Insolvent If Step Two Closed

330. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

331. Morgan Stanley understood from the beginning that this work concerning Step Two included evaluating issues concerning Tribune’s solvency. A September 20, 2007 email between senior Morgan Stanley representatives noted that: “The scope of the work will be: i) reviewing the 5/9/07 solvency opinion rendered by Valuation Research Corp, ii) replicating their analysis, and iii) making sure that VRC (based on their initial analysis) would still today render an opinion that Tribune remains a solvent entity.” [REDACTED]

[REDACTED]

332. Consistent with its understanding of the scope of its work, Morgan Stanley prepared a number of valuations of the Company. Those valuations showed that the Company would be insolvent after giving effect to Step Two under certain reasonable assumptions.

333. For example, an October 9, 2007 exchange between Morgan Stanley analysts indicated that one analyst had calculated “a negative equity value” for Tribune following Step Two. When the other analyst commented that that “[s]eems low,” the first analyst replied: “its tribune .. their [sic] putting a 10.0x leverage multiple on a co. that bearly [sic] trades 9x!” She further wrote, “I was explaining why the ev [presumably “equity value”] would be negative .. but as a secret .. you should know this deal is happening because zell is soo f-n rich.. he’s putting in \$65MM to get 40% of a multi-billion dollar co.”

334. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

335. [REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]			[REDACTED]		
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

336. Taubman and Whayne, two of Morgan Stanley's most senior representatives, were present in Chicago at a meeting of the Company's Board of Directors on October 17, 2007, but, upon information and belief, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

337. Morgan Stanley was well aware that its involvement extended to all aspects of the financing discussions concerning the LBO. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

338. Morgan Stanley representatives also participated in several other meetings of the Tribune Board between October 17 and December 18, 2007, when Taubman and Whayne attended a meeting of the Special Committee of the Board in Chicago. For example, Whayne, Ashok Nayyar, and Charles Stewart of Morgan Stanley participated in a November 5, 2007 Tribune Board meeting. Taubman and Whayne also participated in a November 21, 2007 Tribune Board meeting. And Whayne participated in a December 4, 2007 Tribune Board meeting at which VRC representatives Browning, Bill Hughes, and Rucker made a

“comprehensive presentation” to the Board “regarding VRC’s solvency analysis and the solvency opinion required to close the merger,” including “the various tests used by VRC in its solvency analysis, comparable transactions, case comparisons and the assumptions VRC relied upon in reaching its solvency determination.”

339. Morgan Stanley did not disclose to the Tribune Board or to the Special Committee at any of these meetings, or otherwise, the results of its internal financial analyses indicating that the Company would have a negative equity value, and thus be insolvent, following Step Two on various assumptions.

340. Morgan Stanley’s failure to disclose its analyses showing that the Company could be insolvent upon completion of the LBO advanced its own interest in obtaining an additional, sizeable discretionary fee from the Company if the LBO closed. By May 2007, Morgan Stanley had already been paid the Morgan Stanley Advisor Fees for work relating to the LBO. It was owed no further payments for work it performed on the LBO after that date, yet its engagement letter did provide for a possible discretionary fee. The only way Morgan Stanley would ever receive additional discretionary compensation for its work on the LBO was if the LBO closed. Morgan Stanley’s negative solvency analyses had the potential to jeopardize the completion of the LBO, and Morgan Stanley’s subsequent fee. Morgan Stanley thus had an incentive not to, and did not, disclose those negative solvency analyses or other analyses or assessments of the Company’s solvency to the Company.

341. On December 11, 2007, Bigelow forwarded to Wayne an email containing certain follow-up questions from the lead banks financing the LBO. Those questions included the following:

VRC indicates that it is relying, in part, on a representation from Tribune which states that based upon recent discussions with Morgan Stanley, the Company

would be able to refinance debt in its downside forecasts without the need for additional assets sales. Did VRC meet with someone from Morgan Stanley and does VRC know whether Morgan Stanley understands that Tribune is relying upon its view?

342. Morgan Stanley thus had notice as of at least December 11, 2007 that in giving its solvency opinion VRC was relying on a supposed Morgan Stanley representation that the Company would be able to refinance the LBO Debt. But Morgan Stanley did not tell the Tribune Board or the Special Committee prior to the closing of Step Two that Morgan Stanley had made no such representation, or that management's or VRC's reliance on such a representation concerning refinancing was misplaced, even though it had ample opportunity to do so when Taubman and Wayne participated in meetings of the Tribune Board and the Special Committee in Chicago on December 18, 2007. Instead, Morgan Stanley remained silent on this issue with the Tribune Board and the Special Committee.

343. Morgan Stanley had the same incentive not to upset an important basis for VRC's Step Two solvency opinion as it did with respect to its internal financial analyses: disclosure could jeopardize the LBO and thus Morgan Stanley's ability to obtain a discretionary fee from the Company.

344. In December 2007, Morgan Stanley in fact aggressively sought a discretionary fee from the Company above and beyond the Morgan Stanley Advisor Fees, arguing that its efforts had "significantly enhanc[ed]" the "certainty" that the LBO would close, but the Company ultimately declined Morgan Stanley's request.

C. Zell Uses His Influence To Ensure That The LBO Is Consummated

345. From the inception of the LBO, Zell sought to capitalize on his banking relationships and reputation as a successful billionaire investor in order to coerce others into helping to consummate the deal, with varying degrees of success. For example, on March 29,

2007, after Houlihan notified the Company that it would not be bidding for the solvency work based on its determination that it would be difficult to find that the Company would be solvent following the LBO, Zell called a Houlihan managing director and demanded an explanation as to why Houlihan was “holding up his deal.” Houlihan proved to be one of the few parties (if not the only party) involved in the LBO that Zell was unable to bend to his will.

346. The LBO Lenders were more malleable. In an email dated February 6, 2007, Julie Persily, a managing director at Citigroup, wrote to a colleague that “Merrill is on board with this silly ESOP structure,” noting that “ML is Sam’s bank. They’ll do anything for him. (They would not do this for KKR.)” A few months later another Citigroup banker remarked on Zell’s control over the LBO Lenders, writing “Zell is dictating everything according to Chandler [Bigelow].”

347. Additionally, on March 28, 2007, four days before the LBO Lenders committed to fund Steps One and Two, Jeffrey Sell, the former head of the Special Credits Group at JPMorgan, wrote to his supervisor that he had “told the team I’m not comfortable approving the new structure [of the LBO] for the reasons cited but would understand if Sen[i]or Man[a]gem[e]nt wanted to do this to further the Zell relationship.” Similarly, on March 30, 2007, JPMorgan Vice Chairman Lee—a lifelong friend and business associate of Zell’s—asked Jamie Dimon, Chairman, President, and Chief Executive Officer of JPMorgan, to personally intervene in efforts to help Zell “finance the bump” in his offer from \$33.50 to \$34.00 per share. Lee also urged the JPMorgan financing team to “be as helpful as we can” in extending additional financing to Zell, despite the team’s warnings that doing so could result in a ratings downgrade. On or about March 30, 2007, EGI advised Bigelow that it had “made some progress with our friendly bankers” in connection with Zell’s efforts to obtain a favorable financing package for the LBO.

348. Additionally, in September 2007, JPMorgan Managing Director Peter Cohen sent Lee an email regarding meetings set to take place at JPMorgan regarding the troubled LBO, in order to give Lee a chance to “weigh in, if necessary, on behalf of Sam so that short term decisions don’t have negative impact on the broader relationship with Sam and Trib.” Cohen wrote further, “I am sure you are in the middle of a ton of this stuff but it strikes me that Sam is different.”

349. Zell also capitalized on his influence over JPMorgan in the days leading up to the LBO, when the Lead Banks were weighing the pros and cons of backing out of the LBO. In a December 18, 2007 email, Lee wrote of Zell and his claim of solvency: “I know this guy. . . . I am 100% confident if he gives his word to me, it will be done. I have banked him for over 25 years and his word is gold.” On December 19, 2007, Lee reported that he “just had a long call with sam. He could not have been any clearer and more confident that the company is solvent, no financial issues in year 1 . . . and his reputation being totally on the line. . . . It was the kind of call we needed to proceed given our concerns. . . . I told him we were totally banking on him to make this work, and he said ‘I don’t make commitments I can’t keep.’” In an email later the same day to JPMorgan’s CEO, Lee reiterated his support for the LBO based on Zell’s personal “commitment” to Lee, and his spin on the deal, rather than on financial fundamentals: “Jamie I spoke to sam this am to get his confirmation that the company was solvent and he was going to make good on his commitment to me to make this deal work It was an excellent call—he said all the right things.”

350. Others involved in the LBO also recognized Zell’s ability to make the deal happen notwithstanding that it would render the Company insolvent. As one Morgan Stanley banker

viewed it after concluding that the Company would have “negative equity value” following the LBO: “[T]his deal is happening because Zell is so f-n rich.”

351. As defendant FitzSimons stated in a December 19, 2007 press release, the transaction could not have happened had it not been for Zell.

XIX. The LBO Closes And Tribune Collapses Under Its Massive Debt Burden

352. On August 21, 2007 Tribune’s remaining shareholders voted on the merger. Although the substantial risks to the Company arising out of the LBO were obvious, 97% percent of voting shareholders voted in favor of the merger.

353. On December 20, 2007, the Company completed Step Two of the LBO and repurchased the remaining 119 million shares of common stock outstanding at a purchase price of \$34 per share.

354. In order to fund the repurchase, Tribune took on another approximately \$3.7 billion of debt, bringing its total funded debt to approximately \$13.7 billion. As part of Step Two, Tribune repaid EGI-TRB’s initial \$200 million unsecured subordinated Exchangeable Note in the amount that EGI-TRB would have received if it had held stock that was cashed out at \$34 per share, and paid EGI-TRB \$50 million for the 1,470,588 shares of common stock it had purchased prior to the completion of Step One. EGI-TRB also purchased from the Company a \$225 million subordinated note and a \$90 million warrant to purchase approximately 40% of the fully diluted equity of the Company at a later date. The warrant was for a term of 15 years and specified a maximum purchase price of \$13.80 per share. In these transactions, EGI-TRB received credit for interest deemed to have accrued on the Exchangeable Note, and EGI and EGI-TRB also received credit for expenses they and/or Zell incurred in connection with the LBO (the EGI-TRB Fee Transfers and the EGI Reimbursements), rendering Zell’s total equity investment in Tribune a mere \$306 million.

355. As a result of the LBO, the Company became a private company, wholly owned by the ESOP.

356. Zell subsequently became Chairman of the Tribune Board and Tribune's President and Chief Executive Officer. For Zell, the transaction clearly was an option play. For a total investment of \$306 million, Zell received control of a media conglomerate with \$5 billion in revenue, and a warrant to purchase 40% of the Company at a maximum price per share of only \$13.80. Fees and expenses paid to various lenders and advisors at the closing of both Step One and Step Two amounted to approximately \$284 million.

357. The Company rapidly deteriorated under its massive debt burden after the LBO closed in December 2007. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

358. In early 2008, just weeks after the close of Step Two, the Company implemented a 5% workforce reduction in its publishing segment. In announcing this reduction in a memo dated February 13, 2008, Zell discussed "the reality of [the Company's] significant debt levels," and "significant declines in advertising volume at our newspapers . . . putting downward pressure on our cash flow." On July 14, 2008, the Associated Press reported that the *Los Angeles Times* planned to cut 250 positions, explaining "[l]ast December, Tribune bought out its public shareholders in an \$8.2 billion deal orchestrated by real estate mogul Sam Zell. Now, he and Tribune are struggling to service that debt."

359. On or about March 5, 2008, *less than three months after Step Two closed*, Tribune hired bankruptcy lawyers from the law firm of Sidley Austin LLP to advise the Company on ways to escape the detrimental ramifications of the LBO Debt, including a potential bankruptcy filing. On December 8, 2008, less than a year after Step Two closed, Tribune and nearly all of the Subsidiary Guarantors filed voluntary petitions for relief under the Bankruptcy Code.⁸ In an affidavit filed in connection with the bankruptcy filing, defendant Bigelow stated that for the quarterly period ended September 28, 2008, Tribune had approximately \$7.6 billion in assets—\$6.9 billion less than the midpoint of the asset value set forth in VRC’s Step Two solvency opinion—and \$13.9 billion of total liabilities—a number that, unlike the VRC Step Two solvency opinion, properly included the PHONES debt at face value. Bigelow stated further that “the newspaper industry generally is in the midst of an unprecedented decline which has only been exacerbated by the current recession,” and noted the constraints placed on the Company by virtue of the mountainous debt it had incurred in connection with the LBO. Bigelow specified that “[i]n December, 2008 alone, the Debtors face debt service and related payments of approximately \$200 million, with another \$1.3 billion due in 2009.” Bigelow stated that these “substantial debt service requirements,” among other things, required the Debtors to seek bankruptcy protection.

360. The Debtors remained in bankruptcy for more than four years. On August 10, 2012, Tribune’s then President and Chief Executive Officer stated in a sworn affidavit that as of that date, the Company had incurred approximately \$400 million in fees and expenses in connection with the bankruptcy proceeding. During the pendency of the bankruptcy proceeding, neither

⁸ The Subsidiary Guarantors that filed bankruptcy petitions are indicated on Exhibit B.

Tribune nor the LBO Lenders presented any evidence that the Company was solvent at Step Two.

XX. Morgan Stanley's Insider Trading

361. On December 19, 1994, MSCS, an affiliate of Morgan Stanley, and The Times Mirror Company, a predecessor to the Company, entered into an interest rate swap in respect of a \$100 million notional amount of debt (the “Swap”). An interest rate swap is an agreement between two parties to exchange one stream of interest payments for another, over a set period of time. Swap agreements generally are used either to hedge a company’s interest rate risk or to speculate on future interest rates. The Swap was memorialized in an ISDA Master Agreement, dated as of August 5, 1994, and a Confirmation to such agreement, dated December 19, 1994 (collectively, the “Swap Agreement”).

362. The Swap Agreement obligated MSCS to make certain payments to Tribune calculated using a fixed rate of interest in return for payments by Tribune to MSCS calculated using a floating rate of interest. If Tribune declared bankruptcy, that was an “Event of Default” under the Swap Agreement that permitted MSCS to select an “Early Termination Date.” On the Early Termination Date, the Swap Agreement provided for a calculation of the amount due from MSCS to the Company in respect of the future fixed rate payments MSCS was obligated to make to the Company under the Swap Agreement. In certain circumstances, MSCS was permitted to reduce its final payment to the Company by amounts that the Company owed MSCS or its affiliates.

363. Morgan Stanley and MSCS embarked on a scheme to wrongfully exploit these provisions of the Swap Agreement. Armed with the inside knowledge—which Morgan Stanley acquired through its work with the Company and its Board and Special Committee—that there was a substantial risk that the Company would file for bankruptcy, Morgan Stanley and MSCS

sought to make substantial financial gains by purchasing the Company's publicly traded debt at a discount to its face value. MSCS could then seek to set off the full face value of Tribune public debt—which it had acquired at a deep discount—against the amount it owed Tribune in the event of a bankruptcy.

364. On April 11 and 15, 2008 Morgan Stanley purchased a total of \$18,865,000 face value of Tribune 7.5% Debentures for \$7,840,000—less than 42% of face value. On April 21, 2008, Morgan Stanley transferred these debentures to MSCS. [REDACTED]

[REDACTED]
[REDACTED] At the time of these purchases and transfers in 2008, Morgan Stanley was in possession of material non-public information relating to the likelihood that the Company would have to file for bankruptcy, information that Morgan Stanley obtained in its capacity as the Company's and Special Committee's financial advisor in 2007. Morgan Stanley also advised the Company on a transaction in mid-2008.

365. On or about November 10, 2008, the Company engaged Morgan Stanley to provide financial advisory services relating to a possible bankruptcy filing by the Company. Upon information and belief, the Company provided Morgan Stanley, in its capacity as professional financial advisor, with confidential financial information relating to the Company and its consideration of a bankruptcy filing in the near term.

366. On November 20, 2008, Morgan Stanley purchased an additional \$5,000,000 in face amount of Tribune 7.5% Debentures for \$601,041—roughly 12% of face value. Morgan Stanley transferred these debentures to MSCS on the same day.

367. On November 26, 2008, Morgan Stanley purchased an additional \$5,000,000 in face amount of Tribune 7.5% Debentures for \$644,795—less than 13% of face value. On approximately March 20, 2009—after the commencement of Tribune’s Chapter 11 case—Morgan Stanley transferred these debentures to MSCS. In total, Morgan Stanley transferred to its affiliate MSCS an aggregate of \$38,365,000 in face value of Tribune 7.5% Debentures.

368. At the times it purchased Tribune 7.5% Debentures on November 20 and 26, 2008, Morgan Stanley was in possession of material non-public information concerning the Company’s active planning for a bankruptcy filing in the very near term, information that Morgan Stanley obtained in its capacity as financial advisor to the Company.

369. Because Morgan Stanley had material non-public information from Tribune on this issue, it could and did decide to buy the Debentures with confidence that it or its affiliate would profit as a result.

370. At the December 1, 2008 meeting of the Tribune Board, the Tribune Board terminated Morgan Stanley’s engagement as financial advisor to Tribune.

371. On or about December 2, 2008—less than one week before Tribune’s bankruptcy filing—Tribune paid Morgan Stanley the amount of \$46,020.47, by wire transfer, in respect of certain expenses Morgan Stanley purportedly incurred in connection with its engagement as financial advisor to Tribune (the “Morgan Stanley Reimbursement”).

372. Tribune’s bankruptcy filing on December 8, 2008, was an Event of Default under the Swap Agreement, and MSCS designated December 9, 2008 as the Early Termination Date for the interest rate swap under the Swap Agreement.

373. By letter dated December 18, 2008, MSCS informed Tribune that it had set off \$38,365,000 in principal amount of Tribune 7.5% Debentures (this amount includes \$9,500,000

in principal amount of debentures that Morgan Stanley acquired before it was a financial advisor to the Company), plus accrued interest and expenses, against the \$50,433,470 MSCS had determined, as the non-defaulting party under the Swap Agreement, was owing by MSCS to Tribune.

374. By letter dated March 20, 2009, MSCS advised that the correct amount owing to Tribune under the Swap Agreement was \$51,945,000 (the “Termination Amount”), and that the prior figure was the result of a calculation error. MSCS again informed Tribune that it had set off \$38,365,000 in principal amount of Tribune 7.5% Debentures (plus accrued interest and expenses) against the Termination Amount. By reason of its improper purchase and transfer of Tribune 7.5% Debentures while in possession of material non-public information from the Company, Morgan Stanley deprived the Company of \$38,365,000 (plus accrued interest and expenses) in payments that it would otherwise have received under the Swap Agreement, and thereby damaged the Company in that amount.

375. MSCS has filed a proof of claim in Tribune’s Chapter 11 case in the principal amount of \$38,365,000 (the “MSCS Claim”). Among other claims, the MSCS Claim asserts a protective claim of not less than \$41,074,528 in the event that MSCS’s setoff is successfully challenged.

GROUND FOR RELIEF

COUNT ONE

Avoidance And Recovery Of The Shareholder Transfers (Of At Least \$8 Billion) As Actual Fraudulent Transfers Under Sections 548(a)(1)(A) And 550(a) Of The Bankruptcy Code Against The Shareholder Defendants And The Shareholder Class

376. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

377. The Shareholder Transfers are all of the transfers made in connection with the purchase, repurchase, or redemption of Tribune stock as a result of the LBO, as identified in Paragraph 94.

378. The Shareholder Transfers were made within two years of the Petition Date.

379. Tribune, by and through certain of its officers, directors, shareholders, and agents, made the Shareholder Transfers with the actual intent to hinder, delay, and defraud Tribune's creditors, which intent is demonstrated by, among other things, the facts that:

- a. The D&O Defendants stood to receive millions of dollars through the sale of their Tribune shares and the receipt of special monetary incentives if the LBO was consummated;
- b. The Officer Defendants recommended that the Tribune Board approve the LBO notwithstanding that they knew, or were reckless or grossly negligent in not knowing, that the LBO would render the Company insolvent, inadequately capitalized, and/or unable to pay its debts as they came due;
- c. Certain of the Officer Defendants prepared, instructed, and/or induced VRC to rely on the patently unreasonable February 2007 Projections and October 2007 Projections, notwithstanding that these Officer Defendants knew, or were reckless or grossly negligent in not knowing, that the projections were not prepared by, and were actively concealed from, the members of Tribune management with direct knowledge of facts that rendered them unreasonable, and that these Officer Defendants knew, or were reckless or grossly negligent in not knowing, that Tribune would have to vastly outperform its own 2006 performance and its 2007 performance to date in order to meet the February 2007 Projections and October 2007 Projections, that the February 2007 Projections and October 2007 Projections conflicted with Tribune's internal projections, and that Tribune could not achieve the February 2007 Projections and October 2007 Projections;
- d. The D&O Defendants relied upon, and allowed VRC to rely upon, an inadequate downside analysis of the Company's projections which assumed a materially more optimistic downside case than the Tribune Board had insisted on in connection with the Company's 2006 Leveraged Recapitalization, even though the publishing industry and the Company's own financial performance had deteriorated since 2006 and despite the fact that the leverage associated with the LBO was more than double what the Company incurred in its 2006 Leveraged Recapitalization;
- e. Certain of the Officer Defendants colluded with VRC to ensure that in preparing its solvency opinions, which were crucial to the consummation of the LBO, VRC

would deviate from legal and recognized industry standards for preparing a solvency analysis, because these Officer Defendants knew that a solvency analysis prepared in accordance with proper legal and industry standards would show that the LBO would render the Company insolvent, inadequately capitalized, and unable to pay its debts as they came due, and would have prevented the consummation of the LBO;

- f. Certain of the Officer Defendants knowingly misrepresented to VRC that an outside financial advisor had agreed with management's unreasonable assumptions concerning the prospective ability of Tribune to refinance its debt;
- g. The D&O Defendants and Subsidiary D&O Defendants effectively transferred virtually all of the Company's value to Tribune's shareholders and/or the LBO Lenders and away from its existing creditors, by causing the Subsidiary Guarantors to enter into the Subsidiary Guarantees;
- h. The D&O Defendants sought to ensure that the LBO Lenders would be paid in advance of Tribune's and its subsidiaries' existing creditors, by creating Holdco and Finance and authorizing the complex transactions resulting in intercompany obligations from the Company's publishing subsidiaries to Finance;
- i. The D&O Defendants, motivated by the fact that they would personally receive outsized, non-standard monetary rewards if the LBO was consummated, advocated and/or voted in favor of the LBO, notwithstanding that (a) they had previously refused to vote in favor of and/or endorse other proposed transactions on the ground that those transactions placed too much debt on the Company, (b) the LBO placed significantly more debt on the Company than those proposed transactions, and (c) at the time of the LBO, the Company was performing substantially worse than it had been when they refused to vote in favor of and/or endorse the other proposed transactions;
- j. At every stage of the LBO, the Director Defendants relied on the advice of outside advisors that the Director Defendants knew, or were reckless or grossly negligent in not knowing, was proffered by parties with a financial interest in the consummation of the LBO, and was not credible;
- k. At every stage of the LBO, the Director Defendants failed to adequately analyze the impact that the LBO would have on the Company and those parties who would continue to be creditors and/or constituents of the Company, and voted in favor of and/or advocated for the LBO, notwithstanding that they knew, or were reckless or grossly negligent in not knowing, that the LBO would render the Company insolvent, unable to pay its debts as they came due, and/or inadequately capitalized.

380. In addition, the following traditional badges of fraud also indicate that Tribune made the LBO Transfers (and incurred or reaffirmed the obligations to make the Insider Payments) with the actual intent to hinder, delay, and defraud Tribune's creditors:

- a. The recipients of the Shareholder Transfers, the EGI-TRB Transfers, the EGI Reimbursements, the VRC Transfers, the Insider Payments, and the Morgan Stanley Advisor Fees (collectively, the "LBO Transfers") included Tribune's Controlling Shareholders, directors, officers, and other fiduciaries who effectuated the LBO; or, in the case of the VRC Transfers and Morgan Stanley Advisor Fees, fiduciaries of Tribune with a financial interest in the consummation of the LBO;
- b. The individuals and entities who controlled Tribune obtained and maintained control of Tribune's transferred funds by receiving the LBO Transfers;
- c. Tribune received less than reasonably equivalent value in exchange for each of the LBO Transfers;
- d. The LBO Transfers left Tribune with fewer assets than liabilities and transferred all or substantially all of the value of Tribune to Tribune's shareholders and/or the LBO Lenders, and away from the pre-LBO creditors of Tribune and its subsidiaries;
- e. The LBO Transfers were not undertaken in the regular course of Tribune's business;
- f. The LBO Transfers occurred at the same time as, or were made with the proceeds of, the LBO Loans; and
- g. Management engaged in deceptive conduct in connection with the LBO and the LBO Transfers by, among other things, concealing the February 2007 Projections and October 2007 Projections from members of management who had knowledge of facts that rendered them unreasonable; concealing from VRC and from the Board that the February 2007 Projections and October 2007 Projections were inaccurate, unjustified, based on unreasonable assumptions, and inconsistent with the Company's performance; and misrepresenting to VRC that Morgan Stanley had agreed with management's unreasonable assumptions concerning the prospective ability of Tribune to refinance its debt.

381. Accordingly, each of the Shareholder Transfers was a transfer in fraud of the rights of the creditors of Tribune and its subsidiaries, and the Shareholder Transfers should be avoided and recovered pursuant to Sections 548(a)(1)(A) and 550(a) of the Bankruptcy Code.

COUNT TWO
Violations Of Delaware General Corporation Law Sections 160 And/Or 173
Against The Director Defendants And Zell

382. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

383. Section 160(a)(1) of the Delaware General Corporation Law (the “DGCL”) provides, in relevant part, that “no corporation shall . . . [p]urchase or redeem its own shares of capital stock for cash or other property when the capital of the corporation is impaired or when such purchase or redemption would cause any impairment of the capital of the corporation.”

384. Section 173 of the DGCL provides that “[n]o corporation shall pay dividends except in accordance with this chapter.”

385. Pursuant to Section 174 of the DGCL, the directors of a corporation are jointly and severally liable for “willful or negligent violation of § 160 or § 173.”

386. Tribune provided cash and/or property to its shareholders as a result of the LBO. The payments made by Tribune in connection with the LBO were, in substance, unlawful dividends and/or stock purchases in violation of Sections 160 and/or 173 of the DGCL. The Director Defendants and Zell are jointly and severally liable for the amount of such dividends and/or stock purchases due to their willful or negligent approval and/or facilitation of the transfer of the payments, while Tribune lacked a sufficient surplus or net profits or was otherwise insolvent, in violation of the DGCL, including without limitation Sections 160, 173, and 174.

387. Tribune has been substantially damaged as a direct and proximate result of the Director Defendants’ and Zell’s violations of DGCL Sections 160, 173, and 174.

388. Accordingly, Plaintiff is entitled to judgment against the Director Defendants and Zell in an amount to be determined at trial.

COUNT THREE
Breach Of Fiduciary Duty
Against The Director Defendants

389. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

390. As directors of Tribune, the Director Defendants owed Tribune fiduciary duties of good faith, care, and loyalty. As Tribune was rendered insolvent by the LBO, the Director Defendants owed fiduciary duties to all of Tribune's stakeholders, including its creditors, who were harmed due to Tribune's inability to pay them in full.

391. As a director of Tribune, each Director Defendant was obligated by his or her duty of care to use that amount of care which an ordinarily careful and prudent person would use in similar circumstances, and to consider all material information reasonably available.

392. As a director of Tribune, each Director Defendant was obligated by his or her duty of loyalty to place Tribune's interests above any interest possessed by the Director Defendant that was not shared by the corporation generally.

393. As a director of Tribune, each Director Defendant was obligated by his or her duty of good faith not to intentionally fail to act in the face of a known duty to act.

394. All of the Director Defendants owned shares in Tribune prior to and after approval of the LBO, and received material cash proceeds, in many instances millions of dollars, from the sale of their stock in connection with the LBO. These financial benefits were not available to many Company stakeholders who were to remain stakeholders following the LBO. Due to these direct financial incentives, the Director Defendants were interested in, and/or lacked independence with respect to, the LBO.

395. The Director Defendants, acting both individually and collectively, failed to exercise the necessary care, and breached their respective duties of good faith, care, and loyalty, by, among other things:

- a. Acting in their own interests by approving the LBO and LBO Transfers, and permitting Steps One and Two to close even though they knew, or were reckless or grossly negligent in not knowing, that it would render the Company insolvent, inadequately capitalized, and unable to pay its debts as they came due;
- b. Succumbing to financial incentives and catering to external influences in facilitating and advocating for the LBO, which benefitted the Controlling Shareholders but was detrimental to the Company the Director Defendants were obligated to serve;
- c. Transferring virtually all of the Company's value to Tribune's shareholders and/or the LBO Lenders, by causing the Subsidiary Guarantors to enter into the Subsidiary Guarantees;
- d. Seeking to ensure that the LBO Lenders would be paid in advance of Tribune's and its subsidiaries' existing creditors, by creating Holdco and Finance and authorizing the complex transactions resulting in intercompany obligations from the Company's publishing subsidiaries to Finance;
- e. Relying on the advice of outside advisors that the Director Defendants knew, or were reckless or grossly negligent in not knowing, was proffered by parties with a financial interest in the consummation of the LBO and was not credible;
- f. Relying on the patently unreasonable February 2007 Projections and October 2007 Projections, notwithstanding that they knew, or were reckless or grossly negligent in not knowing, that those projections were proffered to the Tribune Board by officers with a financial interest in the consummation of the LBO, and that they knew, or were reckless or grossly negligent in not knowing, that Tribune would have to vastly outperform its own 2006 performance, and its 2007 performance to date, in order to meet those projections, and that Tribune could not achieve those projections;
- g. Relying on an inadequate downside analysis of the Company's projections which assumed a materially more optimistic downside case than the Tribune Board had insisted on in connection with the Company's 2006 Leveraged Recapitalization, even though the publishing industry and the Company's own financial performance had deteriorated since 2006 and despite the fact that the leverage associated with the LBO was more than double what the Company incurred in its 2006 Leveraged Recapitalization;

- h. Relying on VRC's solvency opinions, which were crucial to the consummation of the LBO, and which they knew, or were reckless or grossly negligent in not knowing, deviated from legal and recognized industry standards for preparing a solvency analysis, and where they also knew, or were reckless or grossly negligent in not knowing, that a solvency analysis prepared in accordance with proper legal and industry standards would show that the LBO would render the Company insolvent, inadequately capitalized, and unable to pay its debts as they came due and would have prevented the consummation of the LBO;
- i. Failing, at every stage of the LBO, to adequately analyze the impact that the LBO would have on the Company and those parties who would continue to be creditors and/or constituents of the Company, voting in favor of and/or advocating for the LBO, and ultimately allowing the LBO to close, notwithstanding that they knew, or were reckless or grossly negligent in not knowing, that it would render the Company insolvent, unable to pay its debts as they came due, and/or inadequately capitalized;
- j. Failing, at every stage of the LBO, to consider all material facts reasonably available and completely and willfully or recklessly ignoring the duties they owed to Tribune and to all of Tribune's stakeholders, including creditors;
- k. Engaging in self-dealing by causing Tribune to borrow money and otherwise act to its own detriment in order to obtain a personal gain and/or a gain to other entities whose interests they represented; and
- l. Furthering the LBO for a purpose other than a genuine effort to advance the welfare of Tribune.

396. The Director Defendants are not entitled to the protection of the business judgment rule for the breach of their fiduciary duties, as the Director Defendants failed to act in good faith and instead breached their duties of loyalty by acting in their own interests or in the interests of entities other than Tribune.

397. By reason of the foregoing actions, the Director Defendants, acting both individually and collectively, engaged in self-dealing, did not act in good faith, and breached their respective fiduciary duties.

398. Tribune has been substantially damaged as a direct and proximate result of the breaches of fiduciary duties by the Director Defendants.

399. Accordingly, Plaintiff is entitled to judgment against the Director Defendants jointly and severally, in an amount to be determined at trial, including but not limited to the amount of the harm incurred by the Company as a result of the LBO, and disgorgement of any amounts paid to the Director Defendants in connection with the LBO.

COUNT FOUR
Breach Of Fiduciary Duty
Against The Officer Defendants

400. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

401. As officers of Tribune, the Officer Defendants owed Tribune fiduciary duties of good faith, care, and loyalty. As Tribune was rendered insolvent by the LBO, the Officer Defendants owed fiduciary duties to all of Tribune's stakeholders, including its creditors, who were harmed due to Tribune's inability to pay them in full.

402. As an officer of Tribune, each Officer Defendant was obligated by his duty of care to use that amount of care which an ordinarily careful and prudent person would use in similar circumstances, and to consider all material information reasonably available.

403. As an officer of Tribune, each Officer Defendant was obligated by his duty of loyalty to place Tribune's interests above any interest possessed by the Officer Defendant that was not shared by the corporation generally.

404. As an officer of Tribune, each Officer Defendant was obligated by his duty of good faith not to intentionally fail to act in the face of a known duty to act.

405. Nearly all of the Officer Defendants owned shares in Tribune prior to and after approval of the LBO, and received material cash proceeds, in many instances millions of dollars, from the sale of their stock in connection with the LBO. In addition, the Officer Defendants collectively received millions of dollars in special incentives for completing the LBO. These

financial benefits were not available to many Company stakeholders who were to remain stakeholders following the LBO. Due to these direct financial benefits, the Officer Defendants were interested in, and/or lacked independence with respect to, the LBO.

406. The Officer Defendants, acting both individually and collectively, failed to exercise the necessary care, and breached their respective duties of good faith, care, and loyalty, by, among other things:

- a. Acting in their own interests by recommending the LBO to the Tribune Board, facilitating the closing of Steps One and Two, and ultimately allowing the LBO to close, even though they knew, or were reckless or grossly negligent in not knowing, that it would render the Company insolvent, inadequately capitalized, and unable to pay its debts as they came due;
- b. Succumbing to financial incentives and catering to external influences in facilitating and advocating for the LBO, which favored interests other than those of the Company they were obligated to serve;
- c. Preparing, instructing, and inducing VRC to rely on the patently unreasonable February 2007 Projections and October 2007 Projections, notwithstanding that they knew, or were reckless or grossly negligent in not knowing, that the projections were not prepared by, and were actively concealed from, the members of Tribune management with direct knowledge of facts that rendered them unreasonable, and that they knew, or were reckless or grossly negligent in not knowing, that Tribune would have to vastly outperform its own 2006 performance and its 2007 performance to date in order to meet the February 2007 Projections and October 2007 Projections; that the February 2007 Projections and October 2007 Projections conflicted with Tribune's internal projections; and that Tribune could not achieve the February 2007 Projections and October 2007 Projections;
- d. Preparing, and inducing VRC to rely on, an inadequate downside analysis of the Company's projections which assumed a materially more optimistic downside case than the Tribune Board had insisted on in connection with the Company's 2006 Leveraged Recapitalization, even though the publishing industry and the Company's own financial performance had deteriorated since 2006 and despite the fact that the leverage associated with the LBO was more than double what the Company incurred in its 2006 Leveraged Recapitalization;
- e. Relying on VRC's solvency opinions, which were crucial to the consummation of the LBO, that they knew, or were reckless or grossly negligent in not knowing, deviated from industry standards, and where they also knew, or were reckless or grossly negligent in not knowing, that a solvency analysis prepared in accordance with industry standards would show that the LBO would render the Company

insolvent, inadequately capitalized, and unable to pay its debts as they came due, and would have prevented the consummation of the LBO;

- f. In the case of certain of the Officer Defendants, colluding with VRC to ensure that VRC would deviate from industry standards in preparing its solvency opinions, which were crucial to the consummation of the LBO, because these Officer Defendants knew that a solvency analysis prepared under those standards would show that the LBO would render the Company insolvent, inadequately capitalized, and unable to pay its debts as they came due, and would have prevented the consummation of the LBO;
- g. In the case of certain of the Officer Defendants, knowingly misrepresenting to VRC that an outside financial advisor had agreed with management's unreasonable assumptions concerning the prospective ability of Tribune to refinance its debt;
- h. Engaging in self-dealing by causing Tribune to borrow money and otherwise act to its own detriment in order to obtain a personal gain and/or a gain to other entities whose interests they represented; and
- i. Furthering the LBO for a purpose other than a genuine effort to advance the welfare of Tribune.

407. The Officer Defendants are not entitled to the protection of the business judgment rule for the breach of their fiduciary duties, as the Officer Defendants failed to act in good faith and instead acted in their own interests or in the interests of entities other than Tribune.

408. By reason of the foregoing actions, the Officer Defendants, acting both individually and collectively, engaged in self-dealing, did not act in good faith, and breached their respective fiduciary duties.

409. Tribune has been substantially damaged as a direct and proximate result of the breaches of fiduciary duties by the Officer Defendants.

410. Accordingly, Plaintiff is entitled to judgment against the Officer Defendants jointly and severally in an amount to be determined at trial, including but not limited to the amount of the harm incurred by the Company as a result of the LBO, and disgorgement of any amounts paid to the Officer Defendants in connection with the LBO.

COUNT FIVE
Breach Of Fiduciary Duty
Against Zell

411. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

412. As a director of Tribune, Zell owed Tribune fiduciary duties of good faith, care, and loyalty. As Tribune was rendered insolvent by the LBO, Zell owed fiduciary duties to all of Tribune's stakeholders, including its creditors, who were harmed due to Tribune's inability to pay them in full.

413. As a director of Tribune, Zell was obligated by his duty of care to use that amount of care which an ordinarily careful and prudent person would use in similar circumstances, and to consider all material information reasonably available.

414. As a director of Tribune, Zell was obligated by his duty of loyalty to place Tribune's interests above any interest was not shared by the corporation generally.

415. As a director of Tribune, Zell was obligated by his duty of good faith not to intentionally fail to act in the face of a known duty to act.

416. Zell controlled EGI-TRB, which entered into the Agreement and Plan of Merger with Tribune on April 1, 2007. As a result, Zell was interested in, or lacked independence with respect to, the LBO.

417. Zell proposed, negotiated, and facilitated the LBO. Zell acted in his own interests, and/or in the interests of entities other than Tribune, in facilitating the consummation of the LBO even though he knew, or was reckless or grossly negligent in not knowing, that it would result in harm to Tribune. At a minimum, Zell was willfully blind to the foreseeable disastrous consequences of the LBO, and acted with gross negligence and/or recklessness in advocating for

and facilitating consummation of a transaction that would, in short order, result in disaster for the Company.

418. Zell, acting both individually and collectively with the D&O Defendants, failed to exercise the necessary care, and breached his duties of good faith, care, and loyalty, by, among other things:

- a. Advocating for and facilitating consummation of Step Two of the imprudent and highly leveraged LBO that rendered Tribune insolvent, and allowing Step One of the LBO to close, while knowingly, recklessly, grossly negligently, and/or willfully blindly disregarding the foreseeable disastrous consequences of the LBO;
- b. Engaging in self-dealing by advocating for and facilitating consummation of the LBO even though it favored interests (including his own) other than those of the Company that he was obligated to serve; and
- c. Furthering the LBO for a purpose other than a genuine effort to advance the welfare of Tribune.

419. Zell is not entitled to the protection of the business judgment rule for the breach of his fiduciary duties, as Zell failed to act in good faith and instead acted in his own interest or in the interests of entities other than Tribune. Indeed, in taking the actions described above with respect to the LBO, Zell abandoned Tribune's interests. Zell knowingly and intentionally acted in the sole pursuit of his personal individual interest. He did not act in order to achieve any benefit, or accomplish any legitimate corporate purpose, for Tribune, in either the short term or long term. To the contrary, he engaged in actions that did not confer any benefit upon or serve any corporate purpose for Tribune and that could never have conferred any such benefit or served any such purpose. The actions he took were entirely adverse to Tribune's interests. Notwithstanding the positions of trust that Zell occupied and the fiduciary duties he owed to Tribune, he acted in service of interests wholly separate and distinct from those of the Company he was obligated to serve.

420. By reason of the foregoing actions, Zell, acting both individually and collectively with the D&O Defendants, engaged in self-dealing, did not act in good faith, and breached his fiduciary duties.

421. Tribune has been substantially damaged as a direct and proximate result of the breaches of fiduciary duties by Zell.

422. Accordingly, Plaintiff is entitled to judgment against Zell jointly and severally in an amount to be determined at trial, including but not limited to the amount of the harm incurred by the Company as a result of the LBO, and disgorgement of any payments to Zell or from which Zell benefited that were made in connection with the LBO.

COUNT SIX
Aiding And Abetting Breaches Of Fiduciary Duty By The D&O Defendants
And By The Controlling Shareholder Defendants
Against The Zell Defendants

423. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

424. The Director Defendants, as directors of Tribune, the Officer Defendants, as officers of Tribune, and the Controlling Shareholders, as controlling shareholders of Tribune, owed Tribune fiduciary duties of good faith, care, and loyalty. As Tribune was rendered insolvent by the LBO, the Director Defendants, the Officer Defendants, and the Controlling Shareholders owed fiduciary duties to all of Tribune's stakeholders, including its creditors, who were harmed due to Tribune's inability to pay them in full.

425. As alleged above, the Director Defendants, the Officer Defendants, and the Controlling Shareholders, acting both individually and collectively, breached their respective duties of good faith, care and loyalty.

426. The Zell Defendants knew that the Director Defendants, the Officer Defendants, and the Controlling Shareholders had the fiduciary duties alleged herein.

427. The Zell Defendants knew that nearly all of the Director Defendants, the Officer Defendants, and the Controlling Shareholders owned shares in Tribune prior to and after approval of the LBO, and would receive material cash proceeds, in many instances millions of dollars, from the sale of their stock in connection with the LBO. The Zell Defendants knew that these cash proceeds were not available to many Company stakeholders who were to remain stakeholders following the LBO. The Zell Defendants knew that, due to these direct financial benefits, each of the Director Defendants, the Officer Defendants, and the Controlling Shareholders was interested in, and/or lacked independence with respect to, the LBO.

428. The Zell Defendants proposed, as part of the LBO, substantial financial incentives for the Officer Defendants to consummate the transaction, and otherwise knew that each of the Officer Defendants stood to receive additional substantial financial incentives upon completion of the LBO, and that these financial incentives were not available to many Company stakeholders who were to remain stakeholders following the LBO. The Zell Defendants knew that, due to these direct financial benefits, the Officer Defendants were interested in, and/or lacked independence with respect to, the LBO.

429. The Zell Defendants knew that the Chandler Trust Representatives had a fiduciary duty to represent the interests of Tribune to the exclusion of other interests, and that they separately had duties to the Chandler Trusts that were different from and inconsistent with their duties to Tribune. The Zell Defendants also knew that the Chandler Trust Representatives had an interest in obtaining the highest purchase price possible for Tribune's shares as quickly as

possible, irrespective of the amount of leverage involved, and that that interest was inconsistent with the Company's interest in remaining viable following the LBO.

430. The Zell Defendants knowingly exploited these conflicts of interest and participated in the breaches of fiduciary duty of the Director Defendants, the Officer Defendants, and the Controlling Shareholders by (i) proposing terms for the LBO that were tailored to induce support from each of the Director Defendants, the Officer Defendants, and the Controlling Shareholders, based on their own interests (and, in the case of the Chandler Trust Representatives and FitzSimons, the interests of the Chandler Trusts and the Foundations), and (ii) negotiating and agreeing to terms for the LBO that redounded to the benefit of the Director Defendants, the Officer Defendants, and the Controlling Shareholders at the expense of Tribune and its other stakeholders, by, among other things:

- a. Proposing an initial, inflated share price for the LBO, and then increasing that price, knowing that a higher share price would be more attractive to the Director Defendants, the Officer Defendants, and the Controlling Shareholders individually as shareholders, but would burden Tribune with more debt than was sustainable and was therefore detrimental to the interests of Tribune and its other stakeholders;
- b. Proposing and agreeing to substantial financial incentives for the Officer Defendants that were material to those individuals and which would benefit those defendants individually rather than benefiting Tribune; and
- c. Modifying the terms of the LBO from a one-step to a two-step transaction to accommodate the individual interests of the Controlling Shareholders, and consequently of the Chandler Trust Representatives and FitzSimons, and defeat their opposition to the LBO, rather than to accommodate any interest of Tribune.

431. The Zell Defendants also sought to capitalize on Zell's reputation by coercing the Lead Banks, and attempting to coerce Houlihan, into participating in a transaction that would render the Company insolvent, inadequately capitalized, and unable to pay its debts as they came due.

432. The Zell Defendants thereby aided and abetted the breaches of fiduciary duties of each of the Director Defendants, the Officer Defendants, and the Controlling Shareholders, and were active and knowing participants in those breaches of fiduciary duties.

433. Tribune has been substantially damaged as a direct and proximate result of the actions of the Zell Defendants in aiding and abetting the breaches of fiduciary duties set forth fully herein.

434. Accordingly, Plaintiff is entitled to judgment against the Zell Defendants in an amount to be determined at trial, including but not limited to the amount of the harm incurred by the Company as a result of the LBO, and disgorgement of any amounts paid to the Zell Defendants or from which Zell benefited that were made in connection with the LBO.

COUNT SEVEN
Avoidance And Recovery Of The EGI-TRB Transfers (Of At Least \$258,918,859) As
Constructive And/Or Actual Fraudulent Transfers Under Sections 548(a)(1)(A) And (B)
And 550(a) Of The Bankruptcy Code
Against EGI-TRB

435. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

436. The EGI-TRB Transfers include the EGI-TRB Stock Sale, the Exchangeable Note Obligation, the Exchangeable Note Transfer (which, as set forth herein and in Count Thirty Two, was actually a transfer made on account of equity and not antecedent debt), and the EGI-TRB Fee Transfers, as defined in Paragraphs 79 and 80, which EGI-TRB received in connection with the LBO.

437. The EGI-TRB Transfers were made within two years of the Petition Date.

438. Tribune, by and through certain of its officers, directors, shareholders, and agents, made the EGI-TRB Transfers with the actual intent to hinder, delay, and defraud Tribune's

creditors, which intent is demonstrated by, among other things, the facts set forth in Paragraphs 379 and 380, which are incorporated herein by reference.

439. Tribune received less than reasonably equivalent value for the EGI-TRB Transfers, and Tribune (i) at the time of the EGI-TRB Transfers was insolvent or became insolvent as a result of the EGI-TRB Transfers; (ii) was engaged in business or a transaction, or was about to engage in business or a transaction, for which Tribune was left with unreasonably small capital; and/or (iii) intended to incur, or believed that it would incur, debts that would be beyond its ability to pay as such debts matured.

440. Accordingly, the EGI-TRB Transfers were transfers in actual and constructive fraud of the rights of the creditors of Tribune and its subsidiaries, and the EGI-TRB Transfers should be avoided and recovered pursuant to Sections 548(a)(1)(A), 548(a)(1)(B), and 550(a) of the Bankruptcy Code.

COUNT EIGHT
Alter Ego Liability
Against EGI, Sam Investment Trust, And Zell

441. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

442. Sam Investment Trust, an irrevocable Illinois trust established for the benefit of Zell and his family, is the sole member and 100% owner of EGI-TRB.

443. For tax purposes, EGI-TRB is disregarded as an entity separate from Sam Investment Trust, and Zell is in turn treated as the owner of all of the property of Sam Investment Trust.

444. EGI-TRB has no board of directors or similar board of managers.

445. Zell was at all relevant times the President and Chief Executive Officer of EGI-TRB and was responsible for its general and active management of EGI-TRB.

446. William C. Pate, who was at all relevant times a managing director of EGI, which Zell controls, was at all relevant times the Vice-President of EGI-TRB.

447. On information and belief, EGI-TRB has, and at all relevant times had, no office of its own, and no employees of its own other than Zell and employees of EGI.

448. EGI-TRB is and was at all relevant times completely dominated by Zell, directly, and indirectly through Sam Investment Trust and EGI and its employees, each of which Zell controls.

449. EGI-TRB is and was at all relevant times merely an instrument for the operations of Zell, the Sam Investment Trust, and EGI, and was further used as an instrument of fraud in an effort to insulate Zell, the Sam Investment Trust, and EGI from liability relating to or arising from the LBO.

450. Zell held himself out as the principal engaged in the LBO, and held Sam Investment Trust, EGI, and EGI-TRB out as instruments for his own operations and for the operations of one another. Tribune and its directors, officers, Controlling Shareholders, and agents understood that EGI-TRB was merely an instrument of Zell's operations and of the operations of Sam Investment Trust and EGI, using Zell's name to refer collectively to Zell, Sam Investment Trust, EGI, and EGI-TRB.

451. EGI-TRB lacks and at all relevant times lacked sufficient capital to meet any liabilities that might arise from the LBO.

452. EGI-TRB has no assets other than the EGI-TRB Claims, and is insolvent.

453. At all relevant times, EGI-TRB was the alter ego of Zell, was the alter ego of Sam Investment Trust, and was the alter ego of EGI such that EGI-TRB's corporate form should be set aside for purposes of this action and Zell, Sam Investment Trust, and EGI are and should be

held liable for any and all liabilities of EGI-TRB in this action, including liability arising from the Shareholder Transfers, the EGI-TRB Transfers, the Exchangeable Note Transfer, and the EGI-TRB Fee Transfers, jointly and severally with one another and with EGI-TRB.

COUNT NINE

Preference Against Zell And EGI-TRB To Recover The Exchangeable Note Transfer (Of At Least \$206,418,859) And The EGI-TRB Fee Transfers (Of At Least \$2.5 Million)

454. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

455. EGI-TRB is an alter ego of Zell, who was an insider of Tribune at the time of the Exchangeable Note Transfer and EGI-TRB Fee Transfers.

456. The Exchangeable Note Transfer and EGI-TRB Fee Transfers were made within one year of the Petition Date. Certain of the EGI-TRB Fee Transfers were made within 90 days of the Petition Date.

457. The Exchangeable Note Transfer and certain of the EGI-TRB Fee Transfers were made for the benefit of Zell and/or EGI-TRB at a time while Tribune was insolvent. These EGI-TRB Fee Transfers were made on account of antecedent debt, and, in the event that the Exchangeable Note Transfer is not recharacterized or the Exchangeable Note Obligation is not avoided, the Exchangeable Note Transfer was also made on account of antecedent debt.

458. The Exchangeable Note Transfer and EGI-TRB Fee Transfers enabled Zell and/or EGI-TRB to receive more than they would have received if (i) the Debtors' cases were under Chapter 7 of the Bankruptcy Code; (ii) the Exchangeable Note Transfer and EGI-TRB Fee Transfers had not been made; and (iii) Zell and/or EGI-TRB received payment of its debts under the provisions of the Bankruptcy Code.

459. Accordingly, the Exchangeable Note Transfer and EGI-TRB Fee Transfers should be avoided and recovered pursuant to Sections 547(b) and 550(a) of the Bankruptcy Code.

COUNT TEN

Preference Against EGI To Recover The EGI Reimbursements (Of At Least \$586,759)

460. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

461. The EGI Reimbursements are the payments made by Tribune to EGI to reimburse EGI for expenses in connection with the LBO, as identified in Paragraph 77.

462. The EGI Reimbursements were made to EGI within one year of the Petition Date.

463. The EGI Reimbursements were made for the benefit of EGI, for or on account of antecedent debt and made while Tribune was insolvent.

464. The EGI Reimbursements enabled EGI to receive more than it would have received if (i) the Debtors' cases were under Chapter 7 of the Bankruptcy Code; (ii) the EGI Reimbursements had not been made; and (iii) EGI received payment of its debts under the provisions of the Bankruptcy Code.

465. Accordingly, the EGI Reimbursements should be avoided and recovered pursuant to Sections 547(b) and 550(a) of the Bankruptcy Code.

COUNT ELEVEN

Avoidance And Recovery Of The EGI Reimbursements (Of At Least \$586,759) As Constructive And/Or Actual Fraudulent Transfers Under Sections 548(a)(1)(A) And (B) And 550(a) Of The Bankruptcy Code Against EGI

466. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

467. The EGI Reimbursements were made within two years of the Petition Date.

468. Tribune, by and through certain of its officers, directors, shareholders, and agents, made the EGI Reimbursements with the actual intent to hinder, delay, and defraud Tribune's creditors, which intent is demonstrated by, among other things, the facts set forth in Paragraphs 379 and 380, which are incorporated herein by reference.

469. Tribune received less than reasonably equivalent value for the EGI Reimbursements, and Tribune, at the time of the EGI Reimbursements, (i) was insolvent or became insolvent as a result of the EGI Reimbursements; (ii) was engaged in business or a transaction, or was about to engage in business or a transaction, for which Tribune was left with unreasonably small capital; and/or (iii) intended to incur, or believed that it would incur, debts that would be beyond its ability to pay as such debts matured.

470. Accordingly, the EGI Reimbursements were transfers in fraud of the rights of the creditors of Tribune and its subsidiaries, and the EGI Reimbursements should be avoided and recovered pursuant to Sections 548(a)(1)(A), 548(a)(1)(B), and 550(a) of the Bankruptcy Code.

COUNT TWELVE
Breach Of Fiduciary Duty Against The Subsidiary D&O Defendants

471. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

472. As directors and/or officers of the Subsidiary Guarantors, each Subsidiary D&O Defendant owed the Subsidiary Guarantor(s) that he or she served fiduciary duties of good faith, care, and loyalty. As the Subsidiary Guarantors were rendered insolvent by the LBO, the Subsidiary D&O Defendants owed fiduciary duties to all of the Subsidiary Guarantors and their stakeholders, including the Subsidiary Guarantors' creditors, who were harmed due to the Subsidiary Guarantors' inability to pay them in full.

473. As a director and/or officer of the Subsidiary Guarantors, each Subsidiary D&O Defendant was obligated by his or her duty of care to use that amount of care which an ordinarily careful and prudent person would use in similar circumstances, and to consider all material information reasonably available.

474. As a director and/or officer of the Subsidiary Guarantors, each Subsidiary D&O Defendant was obligated by his or her duty of loyalty to place the interests of the Subsidiary Guarantors above any interest possessed by the Subsidiary D&O Defendant and not shared by the corporation generally.

475. As a director and/or officer of the Subsidiary Guarantors, each Subsidiary D&O Defendant was obligated by his or her duty of good faith not to intentionally fail to act in the face of a known duty to act.

476. Nearly all of the Subsidiary D&O Defendants owned shares in Tribune prior to and after approval of the LBO, and received material cash proceeds, in many instances, hundreds of thousands or millions of dollars, from the sale of their stock in connection with the LBO. In addition, the Subsidiary D&O Defendants collectively received millions of dollars in special incentives for completing the LBO. None of these financial incentives were available to Company stakeholders who were to remain stakeholders following the LBO. Due to these direct financial benefits, the Subsidiary D&O Defendants were interested in, and/or lacked independence with respect to, the LBO and the approval of the Subsidiary Guarantees on behalf of the Subsidiary Guarantors.

477. The Subsidiary D&O Defendants, acting both individually and collectively, failed to exercise the necessary care, and breached their respective duties of good faith, care, and loyalty, by, among other things:

- a. Acting in their own interests by approving the Subsidiary Guarantees on behalf of the Subsidiary Guarantors, facilitating the closing of Steps One and Two, and ultimately allowing the LBO to close, even though they knew, or were reckless or grossly negligent in not knowing, that their conduct would render the Subsidiary Guarantors insolvent, inadequately capitalized, and unable to pay their debts as they came due;
- b. Approving the Subsidiary Guarantees on behalf of the Subsidiary Guarantors without conducting any due diligence or independent investigation whatsoever,

and failing to engage in any deliberative process or to exercise any business judgment as to whether the Subsidiary Guarantees were in the best interest of the Subsidiary Guarantors or their creditors, even though the Subsidiary Guarantees rendered the Subsidiary Guarantors insolvent and provided no value to the Subsidiary Guarantors;

- c. Succumbing to financial incentives and catering to external influences in approving the Subsidiary Guarantees on behalf of the Subsidiary Guarantors, and thereby facilitating the LBO, which favored interests other than those of the Subsidiary Guarantors they were obligated to serve;
- d. Engaging in self-dealing by approving the Subsidiary Guarantees on behalf of the Subsidiary Guarantors, and thereby facilitating the LBO which harmed the Subsidiary Guarantors, in order to obtain a personal gain; and
- e. Approving the Subsidiary Guarantees on behalf of the Subsidiary Guarantors, and thereby facilitating the LBO, for a purpose other than a genuine effort to advance the welfare of the Subsidiary Guarantors.

478. The Subsidiary D&O Defendants are not entitled to the protection of the business judgment rule for the breach of their fiduciary duties, as the Subsidiary D&O Defendants failed to act in good faith and instead acted in their own interests or in the interests of entities other than the Subsidiary Guarantors. In addition, by failing to perform any due diligence or independent investigation, to engage in any deliberative process, or to exercise any business judgment prior to approving the Subsidiary Guarantees on behalf of the Subsidiary Guarantors, the Subsidiary D&O Defendants intentionally failed to act in the face of a known duty to act.

479. By reason of the foregoing actions, the Subsidiary D&O Defendants, acting both individually and collectively, engaged in self-dealing, did not act in good faith, and breached their respective fiduciary duties.

480. The Subsidiary Guarantors have been substantially damaged as a direct and proximate result of the breaches of fiduciary duties by the Subsidiary D&O Defendants.

481. Accordingly, Plaintiff is entitled to judgment against the Subsidiary D&O Defendants in an amount to be determined at trial, including but not limited to the amount of the

harm incurred by the Subsidiary Guarantors as a result of the LBO and the approval of the Subsidiary Guarantees, and disgorgement of any amounts paid to the Subsidiary D&O Defendants in connection with the LBO.

COUNT THIRTEEN
Aiding And Abetting Breach Of
Fiduciary Duty Against The Subsidiary D&O Defendants And Amsden

482. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

483. As directors and officers of Tribune, the D&O Defendants owed Tribune and its stockholders fiduciary duties of good faith, care, and loyalty. As Tribune was rendered insolvent by the LBO, the D&O Defendants owed fiduciary duties to all of Tribune's stakeholders, including its creditors, who were harmed due to Tribune's inability to pay them in full.

484. The D&O Defendants, acting both individually and collectively, failed to exercise the necessary care, and breached their respective duties of good faith, care, and loyalty as set forth fully herein.

485. The Subsidiary D&O Defendants and Amsden knew that the D&O Defendants had the fiduciary duties alleged herein. Indeed, four of the Subsidiary D&O Defendants—FitzSimons, Bigelow, Kenney, and Hianik—are also D&O Defendants.

486. The Subsidiary D&O Defendants colluded in or aided and abetted the breaches of fiduciary duties of the D&O Defendants, and were active and knowing participants in those breaches of fiduciary duties by, among other things, approving the Subsidiary Guarantees and the Pledge guaranteeing the obligations incurred in connection with the LBO, and failing to conduct any independent investigation, to engage in any deliberative process, or to exercise any business judgment on behalf of the Subsidiary Guarantors in connection with the approval of the Subsidiary Guarantees.

487. Amsden colluded in or aided and abetted the breaches of fiduciary duties of the D&O Defendants, and was an active and knowing participant in those breaches of fiduciary duties by, among other things, assisting in the preparation of the February 2007 Projections, and the Company's decision to continue to purport to rely on those projections notwithstanding that the Company's performance rendered them demonstrably unreliable, assisting in the preparation of the overly optimistic and unrealistic October 2007 Projections, and assisting in the D&O Defendants' efforts to construct and utilize the fraudulent VRC solvency opinions to ensure that the LBO closed.

488. Tribune has been substantially damaged as a direct and proximate result of the actions of the Subsidiary D&O Defendants and Amsden in aiding and abetting the breaches of fiduciary duties set forth fully herein.

489. Accordingly, Plaintiff is entitled to judgment against the Subsidiary D&O Defendants and Amsden, jointly and severally, in an amount to be determined at trial, including but not limited to the amount of the harm incurred by the Company as a result of the LBO, and disgorgement of any amounts paid to the Subsidiary D&O Defendants and Amsden in connection with the LBO.

COUNT FOURTEEN
Breach Of Fiduciary Duty Against The Chandler Trusts And The Foundations

490. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

491. The Chandler Trusts and the Foundations each functioned as a controlling shareholder, and acted in concert as a controlling shareholder, with respect to the LBO and effectively had the capacity to block or preclude the transaction if they deemed it was not in their own interests. The Chandler Trusts collectively owned 20% of Tribune's stock in advance of

Step One and, by virtue of these substantial stock holdings, made clear to the Tribune Board that the Company had to comply with their demands and advance their objectives. Indeed, the Chandler Trusts threatened the Board with certain adverse consequences if the Board failed to comport with their demands. In addition, the Chandler Trusts had representatives on Tribune's Board. In response to the Chandler Trusts' demands, Tribune formed the Special Committee, actively pursued strategic transactions, modified the LBO structure proposed by Zell, and ultimately entered into the LBO. The Chandler Trusts also entered into a voting agreement with Tribune and EGI that virtually ensured that the LBO would be approved. Thus, for all practical purposes, the Chandler Trusts were controlling shareholders with respect to the transaction.

492. The Foundations collectively owned 13% of Tribune's stock at Step One, and 10% at Step Two. By virtue of their substantial stock holdings, the Foundations made clear to the Tribune Board that it had to comply with their demands and advance their objectives. Indeed, the Foundations threatened the Tribune Board with certain adverse consequences if the Tribune Board failed to comport with their demands, and in response to those demands, Tribune formed the Special Committee, actively pursued strategic transactions, modified the LBO structure proposed by Zell, and ultimately entered into the LBO. In addition, the Foundations each had representatives on Tribune's Board, and through FitzSimons' roles at both the Foundations and Tribune, the Foundations had senior managerial presence at Tribune. The Foundations exercised their control over the company by, among other things, directly participating in the Special Committee's review of potential transactions and by causing Tribune to transform the LBO structure and ultimately enter into the LBO. Thus, for all practical purposes, the Foundations were controlling shareholders with respect to the transaction.

493. As controlling shareholders of Tribune, the Chandler Trusts and the Foundations owed Tribune fiduciary duties of good faith, care, and loyalty. As Tribune was rendered insolvent by the LBO, the Chandler Trusts and the Foundations owed fiduciary duties to all of Tribune's stakeholders, including its creditors, who were harmed due to Tribune's inability to pay them in full.

494. As fiduciaries, the Chandler Trusts and the Foundations were obligated by their duty of care to use that amount of care which an ordinarily careful and prudent person would use in similar circumstances, and to consider all material information reasonably available.

495. As fiduciaries, the Chandler Trusts and the Foundations were obligated by their duty of loyalty to place Tribune's interests above any interest not shared by the corporation generally.

496. As fiduciaries, the Chandler Trusts and the Foundations were obligated by their duty of good faith not to intentionally fail to act in the face of a known duty to act.

497. The Chandler Trusts and the Foundations, acting both individually and collectively, failed to exercise the necessary care, and breached their respective duties of good faith, care, and loyalty, by, among other things, (i) intentionally steering the D&O Defendants toward a corporate strategy aimed at enhancing the interests of the Chandler Trusts and of the Foundations at the expense of Tribune and its other stakeholders, (ii) interposing themselves in the Tribune Board's decision-making process and exerting undue influence over the D&O Defendants, and (iii) ensuring the consummation of a transaction that the Chandler Trusts and the Foundations knew, or were reckless or grossly negligent in not knowing, would render Tribune insolvent, inadequately capitalized, and unable to pay its debts as they came due.

498. As controlling shareholders of Tribune, the Chandler Trusts and the Foundations were not entitled to consider only their own interests in assessing the propriety of the LBO. Rather, in deciding whether to participate in the LBO and thereby help ensure its effectuation, the Chandler Trusts and the Foundations were obligated to consider the interests of Tribune and all its stakeholders. By exclusively focusing on, pressing, and pursuing their own interests, and by their other aforementioned acts and omissions, the Chandler Trusts and the Foundations breached their fiduciary obligations.

499. The Chandler Trusts and the Foundations are not entitled to the protection of the business judgment rule for the breach of their duties. The Chandler Trusts and the Foundations failed to act in good faith and instead acted solely in their own interests. Indeed, the Chandler Trusts and the Foundations abandoned Tribune's interests, and took actions that were entirely adverse to Tribune's interests, both short term and long term.

500. By and through the LBO, the Chandler Trusts and the Foundations received substantial proceeds for their Tribune stock that were funded by debt that rendered the Company insolvent, inadequately capitalized, and unable to pay their debts as they came due.

501. Tribune has been substantially damaged as a direct and proximate result of the breaches of fiduciary duties by the Chandler Trusts and the Foundations.

502. Accordingly, Plaintiff is entitled to judgment against the Chandler Trusts and the Foundations jointly and severally in an amount to be determined at trial, including but not limited to the amount of the harm incurred by the Company as a result of the LBO, and disgorgement of any amounts paid to the Chandler Trusts and the Foundations in connection with the LBO.

COUNT FIFTEEN
Aiding And Abetting Breach Of Fiduciary Duty
Against The Chandler Trust Representatives And The Controlling Shareholders

503. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

504. As directors and officers of Tribune, the D&O Defendants owed Tribune duties of good faith, care, and loyalty. As Tribune was rendered insolvent by the LBO, the D&O Defendants owed fiduciary duties to all of Tribune's stakeholders, including its creditors who were harmed due to Tribune's inability to pay them in full.

505. The D&O Defendants, acting both individually and collectively, failed to exercise the necessary care, and breached their respective duties of good faith, care, and loyalty as set forth fully herein.

506. The Chandler Trust Representatives and the Controlling Shareholders knew that the D&O Defendants had the fiduciary duties alleged herein. To the extent that the Controlling Shareholders are determined not to be controlling shareholders with respect to the LBO, the Controlling Shareholders are nonetheless liable for aiding and abetting the D&O Defendants' fiduciary breaches as set forth herein.

507. The Chandler Trust Representatives and the Controlling Shareholders colluded in or aided and abetted the D&O Defendants' breaches of fiduciary duties, and were active and knowing participants in those breaches of fiduciary duties by, among other things, (i) intentionally steering the D&O Defendants toward a corporate strategy aimed at enhancing the interests of the Controlling Shareholders at the expense of Tribune and its other stakeholders, (ii) interposing themselves in the Tribune Board's decision-making process and exerting undue influence over the D&O Defendants in connection with the LBO by, among other things, threatening the Board if it failed to pursue their desired course of action, and (iii) ensuring the

consummation of a transaction that the Chandler Trust Representatives and Controlling Shareholders knew was not in the interests of the Company.

508. By and through the LBO, the Chandler Trust Representatives and the Controlling Shareholders received substantial proceeds for their Tribune stock that were funded by debt that rendered the Company insolvent.

509. Tribune has been substantially damaged as a direct and proximate result of the actions of the Chandler Trust Representatives and the Controlling Shareholders in aiding and abetting the breaches of fiduciary duties set forth fully herein.

510. Accordingly, Plaintiff is entitled to judgment against the Chandler Trust Representatives and the Controlling Shareholders jointly and severally, in an amount to be determined at trial, including but not limited to the amount of the harm incurred by the Company as a result of the LBO, and disgorgement of any amounts paid to the Chandler Trust Representatives and the Controlling Shareholders in connection with the LBO.

COUNT SIXTEEN
Aiding And Abetting Breach Of Fiduciary Duty Against VRC

511. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

512. As officers and directors of Tribune, the D&O Defendants owed Tribune and its stockholders fiduciary duties of good faith, care, and loyalty. As Tribune was rendered insolvent by the LBO, the D&O Defendants owed fiduciary duties to all of Tribune's stakeholders, including its creditors, who were harmed due to Tribune's inability to pay them in full.

513. The D&O Defendants, acting both individually and collectively, failed to exercise the necessary care, and breached their respective duties of good faith, care, and loyalty as set forth fully herein.

514. VRC knew that the D&O Defendants had the fiduciary duties alleged herein.

515. VRC colluded in or aided and abetted the D&O Defendants' breaches of fiduciary duties, and was an active and knowing participant in those breaches of fiduciary duties, by, among other things:

- a. Agreeing to be engaged to provide solvency opinions, which were crucial to the consummation of the LBO, in the face of known and substantial risks that Tribune would be rendered insolvent as a result of the LBO and despite the prior refusal by Houlihan to accept the engagement;
- b. Colluding with certain of the Officer Defendants to manipulate the definition of fair value in VRC's solvency opinion, deviating from the legal and recognized industry standard definition of that term, where VRC and those Officer Defendants knew that a solvency analysis prepared in accordance with industry standards would show that the LBO would render the Company insolvent, inadequately capitalized, and unable to pay its debts as they came due, and would have prevented the consummation of the LBO;
- c. Colluding with certain of the Officer Defendants to ignore the Step Two debt when issuing its Step One solvency opinion;
- d. Participating in meetings of the Tribune Board that were designed to push the LBO forward;
- e. Relying upon Tribune's February 2007 Projections for its Step One solvency opinion notwithstanding that those projections were patently unreasonable and that Tribune's actual financial performance had already deviated downward from plan by the time VRC issued its Step One opinion;
- f. Altering how it weighted its various valuation methodologies in order to facilitate findings of solvency at both Step One and Step Two;
- g. Relying upon Tribune's inflated October 2007 Projections for its Step Two solvency opinion notwithstanding that those projections were patently unreasonable;
- h. Ignoring its own internal analysis of Tribune management's assumptions and projections at Step Two, which demonstrated that Tribune's October 2007 Projections were inflated and unreliable;
- i. Failing to use reasonable professional judgment in reaching its solvency determinations;
- j. Failing to use appropriate valuation and financial practices in its solvency determinations;

- k. Ignoring or failing to give effect to information known by or made known or available to VRC that should have been considered under reasonable valuation and financial practices; and
- l. Being induced to provide solvency opinions that could not be justified in light of applicable professional standards.

516. Tribune has been substantially damaged as a direct and proximate result of VRC's aiding and abetting the breaches of fiduciary duties set forth fully herein. The D&O Defendants could not have consummated the LBO without the solvency opinions provided by VRC.

517. Accordingly, Plaintiff is entitled to judgment against VRC in an amount to be determined at trial.

COUNT SEVENTEEN **Professional Malpractice Against VRC**

518. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

519. VRC was retained by Tribune to serve as one of Tribune's professional financial advisors in connection with the LBO and to, among other things, provide a series of solvency opinions with respect thereto.

520. As Tribune's professional financial advisor, VRC had a duty to use the same degree of knowledge, skill, and ability as would an ordinarily careful professional in similar circumstances.

521. VRC deviated from the standard of care expected of a professional financial advisor or solvency opinion provider under these circumstances, and acted in bad faith, engaged in willful misconduct, and/or was grossly negligent, by, among other things, taking the actions, or failing to act, as set forth in paragraph 515, which is incorporated herein by reference.

522. Tribune has been substantially damaged as a direct and proximate result of VRC's professional malpractice, as set forth fully herein. The D&O Defendants could not have consummated the LBO without the solvency opinions provided by VRC.

523. Accordingly, Plaintiff is entitled to judgment against VRC in an amount to be determined at trial.

COUNT EIGHTEEN

Avoidance And Recovery Of The VRC Transfers (Of At Least \$1.5 Million) As Constructive And/Or Actual Fraudulent Transfers Under Sections 548(a)(1)(A) And (B) And 550(a) Of The Bankruptcy Code Against VRC

524. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

525. The VRC Transfers are the payments from Tribune to VRC for certain fees and expenses in connection with the LBO identified in Paragraph 89.

526. The VRC Transfers were made within two years of the Petition Date.

527. Tribune, by and through certain of its officers, directors, shareholders, and agents, made the VRC Transfers with the actual intent to hinder, delay, and defraud Tribune's creditors, which intent is demonstrated by, among other things, the facts set forth in Paragraphs 379 and 380, which are incorporated herein by reference.

528. Tribune received less than reasonably equivalent value for the VRC Transfers, and Tribune (i) at the time of the VRC Transfers was insolvent or became insolvent as a result of the VRC Transfers; (ii) was engaged in business or a transaction, or was about to engage in business or a transaction, for which Tribune was left with unreasonably small capital; and/or (iii) intended to incur, or believed that it would incur, debts that would be beyond its ability to pay as such debts matured.

529. Accordingly, the VRC Transfers were transfers in actual and constructive fraud of the rights of the creditors of Tribune and its subsidiaries, and the VRC Transfers should be avoided and recovered pursuant to Sections 548(a)(1)(A), 548(a)(1)(B), and 550(a) of the Bankruptcy Code.

COUNT NINETEEN
Aiding And Abetting Breach Of Fiduciary Duty
Against GreatBanc And Duff & Phelps

530. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

531. As officers and directors of Tribune, the D&O Defendants owed Tribune fiduciary duties of good faith, care, and loyalty. As Tribune was rendered insolvent as a result of the LBO, the D&O Defendants owed fiduciary duties to all of Tribune's stakeholders, including its creditors, who were harmed due to Tribune's inability to pay them in full.

532. The D&O Defendants, acting both individually and collectively, failed to exercise the necessary care, and breached their respective duties of good faith, care, and loyalty as set forth fully herein.

533. GreatBanc and Duff & Phelps knew that the D&O Defendants had the fiduciary duties alleged herein.

534. GreatBanc and Duff & Phelps knew that the D&O Defendants could not consummate the LBO without their participation.

535. GreatBanc colluded in or aided and abetted the D&O Defendants' breaches of fiduciary duties, and was an active and knowing participant in those breaches of fiduciary duties by, among other things:

- a. Participating in meetings of the Tribune Board that were designed to push the LBO forward;

- b. Executing the Merger Agreement and ESOP Purchase Agreement with knowledge that, under all applicable legal standards, the LBO would render Tribune insolvent;
- c. Purporting to rely on Duff & Phelps' fairness opinion, viability opinion, and supporting ESOP Analysis to justify its decision to approve the LBO, with knowledge that those opinions (i) did not conform to accepted legal standards for solvency analysis; (ii) used improper valuation techniques; and (iii) were based on information and assumptions that GreatBanc knew to be inaccurate;
- d. Voting all of the ESOP's shares in favor of the merger despite its knowledge that, to the extent Tribune was not already insolvent or operating in the zone of insolvency, the merger would render the Company insolvent;
- e. Failing to halt the merger in advance of closing despite its knowledge that, to the extent Tribune was not already insolvent or operating in the zone of insolvency, the closing of the merger would render Tribune insolvent;
- f. Failing to ensure that the LBO complied with applicable legal requirements; and
- g. Being induced to proceed with the LBO in the face of the aforementioned breaches.

536. Duff & Phelps colluded in or aided and abetted the D&O Defendants' breaches of fiduciary duties, and was an active and knowing participant in those breaches of fiduciary duties by, among other things:

- a. Participating in meetings of the Tribune Board that were designed to push the LBO forward;
- b. Issuing an opinion to GreatBanc that the terms and conditions of the LBO were fair and reasonable to the ESOP from a financial point of view despite its knowledge that, under all applicable legal standards, the LBO would render Tribune insolvent;
- c. Issuing an opinion to GreatBanc as to the post-transaction viability of Tribune despite its knowledge that, under all applicable legal standards, the LBO would render Tribune insolvent;
- d. Rendering the fairness opinion, viability opinion, and supporting ESOP Analysis to GreatBanc with the intent that GreatBanc would purport to rely on those opinions and with knowledge that those opinions (i) did not conform to accepted legal standards for solvency analysis; (ii) used improper valuation techniques; and (iii) were based on information and assumptions that Duff & Phelps knew to be inaccurate; and

- e. Being induced to proceed with the issuance of its opinions so that GreatBanc could approve and move forward with the LBO in the face of the aforementioned breaches.

537. Tribune has been substantially damaged as a direct and proximate result of GreatBanc's and Duff & Phelps' aiding and abetting the breaches of fiduciary duties set forth fully herein. The D&O Defendants could not have consummated the LBO without the approval and participation of GreatBanc on behalf of the ESOP. Moreover, GreatBanc's approval of the LBO was contingent upon its receipt of a fairness opinion, viability opinion, and supporting ESOP Analysis from Duff & Phelps.

538. Accordingly, Plaintiff is entitled to judgment against GreatBanc and Duff & Phelps in an amount to be determined at trial.

COUNT TWENTY

Avoidance And Recovery Of The Morgan Stanley Advisor Fees (At Least \$10 Million) As Constructive And/Or Actual Fraudulent Transfers Under Sections 548(a)(1)(A) And (B) And 550(a) Of The Bankruptcy Code Against Morgan Stanley

539. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

540. The Morgan Stanley Advisor Fees are the payments from Tribune to Morgan Stanley for certain fees and expenses identified in Paragraph 137.

541. By October 2006, the Company engaged Morgan Stanley to advise the Special Committee to the Tribune Board in connection with a potential financial transaction.

542. Pursuant to the Company's engagement of Morgan Stanley, Tribune transferred or caused to be transferred the Morgan Stanley Advisor Fees to Morgan Stanley.

543. The Morgan Stanley Advisor Fees were paid within two years of the Petition Date.

544. Tribune, by and through certain of its officers, directors, shareholders, and agents, transferred the Morgan Stanley Advisor Fees with the actual intent to hinder, delay, and defraud Tribune's creditors, which intent is demonstrated by, among other things, the facts set forth in Paragraphs 379 and 380, which are incorporated herein by reference.

545. Tribune received less than reasonably equivalent value for the Morgan Stanley Advisor Fees, and Tribune, at the time of the payment of the Morgan Stanley Advisor Fees, was (i) insolvent or became insolvent as a result of the Morgan Stanley Advisor Fees; (ii) was engaged in business or a transaction, or was about to engage in business or a transaction, for which Tribune was left with unreasonably small capital; and/or (iii) intended to incur, or believed that it would incur, debts that would be beyond its ability to pay as such debts matured.

546. Accordingly, payment of the Morgan Stanley Advisor Fees was a transfer in fraud of the rights of the creditors of Tribune and its subsidiaries, and the payment of the Morgan Stanley Advisor Fees should be avoided and recovered pursuant to Sections 548(a)(1)(A), 548(a)(1)(B), and 550(a) of the Bankruptcy Code.

COUNT TWENTY ONE
Aiding And Abetting Breach Of Fiduciary Duty
Against Morgan Stanley

547. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

548. As officers and directors of Tribune, the D&O Defendants owed Tribune fiduciary duties of good faith, care, and loyalty. As Tribune was rendered insolvent by the LBO, the D&O Defendants owed fiduciary duties to all of Tribune's stakeholders, including its creditors, who were harmed due to Tribune's inability to pay them in full.

549. The D&O Defendants, acting both individually and collectively, failed to exercise the necessary care, and breached their respective duties of good faith, care, and loyalty as set forth fully herein.

550. The Company's management, including Bigelow and Grenesko, acting both individually and collectively, further failed to exercise the necessary care, and breached their respective duties of good faith, care, and loyalty as set forth fully herein.

551. Morgan Stanley knew that the Company's officers and directors had the fiduciary duties alleged herein.

552. Morgan Stanley, as a professional financial adviser to the Company and Special Committee, had an obligation to advise them of facts relevant to the scope of its engagement, including facts bearing on the likelihood that the LBO would render the Company insolvent. Morgan Stanley colluded in or aided and abetted the breaches of fiduciary duties by the D&O Defendants, and was an active and knowing participant in those breaches of fiduciary duties by, among other things:

- a. Advising the Special Committee on the LBO when it stood to gain substantially more if the LBO proceeded than if no transaction were consummated;
- b. Recommending and supporting the LBO in its role as a professional financial advisor to the Company when it knew that the LBO would or was highly likely to render Tribune insolvent; and
- c. Failing to disclose to the Tribune Board or Special Committee (i) that the LBO would or was highly likely to render the Company insolvent; (ii) Morgan Stanley's internal valuations of the Company showing that Tribune would be insolvent after Step Two under certain reasonable assumptions; and (iii) that Morgan Stanley was unable to make a representation as to Tribune's ability to refinance the LBO Debt and that the representations by Bigelow and/or Grenesko to VRC that Morgan Stanley agreed with the Company's assumptions concerning refinancing of the LBO Debt were incorrect.

553. Morgan Stanley's actions were grossly negligent. In recommending and supporting the LBO, Morgan Stanley failed to exercise even slight care and acted in such a way as to show complete disregard for the rights and safety of others.

554. The Company has been substantially damaged as a direct and proximate result of Morgan Stanley's aiding and abetting the breaches of fiduciary duties set forth herein.

555. Accordingly, Plaintiff is entitled to recover damages from Morgan Stanley in an amount to be determined at trial.

COUNT TWENTY TWO
Professional Malpractice Against Morgan Stanley

556. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

557. Morgan Stanley agreed to provide professional financial advice to the Special Committee in connection with the LBO, including whether to pursue a transaction, and what form of transaction to pursue, and to the Company in connection with Step Two, including advice on negotiations with the LBO Lenders and advice concerning VRC's solvency opinions, and continued to provide advice to the Special Committee in connection with Step Two.

558. In providing professional financial advice to the Company and the Special Committee, Morgan Stanley had a duty to use the same degree of knowledge, skill, and ability as would an ordinarily prudent professional in similar circumstances.

559. Morgan Stanley deviated from the standard of care expected of a professional financial advisor under these circumstances, and, in fact, failed to exercise even slight care in rendering financial advice to the Company. Morgan Stanley was grossly negligent by, among other things, taking the actions, or failing to act, as set forth in paragraph 552, which is incorporated herein by reference.

560. The Company has been substantially damaged as a direct and proximate result of Morgan Stanley's professional malpractice set forth fully herein.

561. Accordingly, Plaintiff is entitled to judgment against Morgan Stanley for damages in an amount to be determined at trial.

COUNT TWENTY THREE
Preference Against Morgan Stanley To Recover
The Morgan Stanley Reimbursement (Of At Least \$46,020)

562. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

563. The Morgan Stanley Reimbursement is the payment from Tribune to Morgan Stanley for certain expenses purportedly incurred by Morgan Stanley identified in Paragraph 371.

564. The Morgan Stanley Reimbursement was made to Morgan Stanley within 90 days of the Petition Date.

565. The Morgan Stanley Reimbursement was made for the benefit of Morgan Stanley, for or on account of antecedent debt and made while Tribune was insolvent.

566. The Morgan Stanley Reimbursement enabled Morgan Stanley to receive more than it would have received if (i) the Debtors' cases were under Chapter 7 of the Bankruptcy Code; (ii) the Morgan Stanley Reimbursement had not been made; and (iii) Morgan Stanley received payment of its debts under the provisions of the Bankruptcy Code.

567. Accordingly, the Morgan Stanley Reimbursement should be avoided and recovered pursuant to Sections 547(b) and 550(a) of the Bankruptcy Code.

COUNT TWENTY FOUR
Fraud/Insider Trading Against Morgan Stanley

568. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

569. Morgan Stanley was engaged by the Company to advise the Special Committee and the Company as a financial advisor. In that capacity, Morgan Stanley knew it would receive, and did receive, highly confidential financial information concerning the Company, including internal financial projections and information concerning bankruptcy planning.

570. In its role as financial advisor to the Company and Special Committee, Morgan Stanley occupied a special position of trust and confidence in relation to the Company and in the conduct of the Company's business. Accordingly, by virtue of its position, Morgan Stanley had a duty to maintain the confidentiality of non-public information the Company provided to it solely for corporate purposes, and a duty not to use such information for its own financial benefit.

571. Morgan Stanley used that confidential financial information to prepare analyses of the solvency of the Company and concluded that under certain assumptions, the LBO would render the Company insolvent.

572. Tribune had a reasonable expectation that Morgan Stanley would maintain the confidentiality of such non-public information. Tribune provided Morgan Stanley with such information in reliance on Morgan Stanley's not misusing the Company's non-public information to the Company's detriment or for Morgan Stanley's benefit.

573. Morgan Stanley breached its duty to the Company and engaged in fraud, as detailed above, by inducing the Company to provide Morgan Stanley, as an inside advisor to the Company, with material non-public information, then knowingly or recklessly using such information concerning the likelihood that Tribune would file for bankruptcy in deciding to

purchase Tribune 7.5% Debentures in April and November 2008 and in transferring those debentures and previously purchased debentures to MSCS. When it made these purchases and transfers, Morgan Stanley knew that, in the event of a Company bankruptcy, it would attempt to set off the face amount of the debentures against MSCS's obligations under the Swap Agreement and stood to make enormous profits as a result—more than seven times its investment with respect to the debentures purchased in November.

574. Morgan Stanley's fraud, breach of duty, and insider trading injured the Company because it caused the Company to receive substantially less in a final payment under the Swap Agreement from Morgan Stanley.

575. Accordingly, Plaintiff is entitled to recover damages from Morgan Stanley in an amount to be determined at trial.

COUNT TWENTY FIVE
Breach Of Fiduciary Duty Against Morgan Stanley

576. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

577. As described above, Morgan Stanley was engaged by the Company in 2006 as a financial advisor to advise the Special Committee with respect to various issues relating to the LBO and other potential restructuring transactions, including issues concerning the solvency of the Company assuming completion of the LBO. In late 2007, Morgan Stanley also agreed to advise the Company with respect to various issues relating to the LBO. In its role as financial advisor to the Company and Special Committee from 2006 to 2007, and as financial advisor to the Company in 2008, Morgan Stanley occupied a special position of trust and confidence in relation to the Company and in the conduct of the Company's business and thereby owed fiduciary obligations to the Company and the Special Committee, including the duty of loyalty.

578. Morgan Stanley breached its duty of loyalty to the Company and Special Committee by taking the actions, or failing to act, as set forth in paragraphs 552, which is incorporated herein by reference.

579. The Company provided Morgan Stanley, in its capacity as financial advisor, with highly confidential financial information concerning the Company, including internal financial projections and information concerning bankruptcy planning.

580. As part of its duty of loyalty, Morgan Stanley had an express or implied duty not to misuse non-public information the Company provided to it in its role as financial advisor for its own financial benefit and to the Company's detriment.

581. Morgan Stanley also breached its fiduciary duty of loyalty by engaging in insider trading.

582. Morgan Stanley used confidential information concerning the likelihood that Tribune would file for bankruptcy in deciding to purchase Tribune 7.5% Debentures in April and November 2008 for its own financial benefit and to the Company's detriment. When it made these purchases, Morgan Stanley knew that it would transfer the debentures to MSCS so that it could, in the event of a Company bankruptcy, set off the face amount of the debentures against MSCS's obligations under the Swap Agreement and make enormous profits as a result—more than seven times its investment with respect to the debentures purchased in November. Because Morgan Stanley had confidential information from Tribune on the Company's financial predicament, Morgan Stanley could and did decide to buy the Debentures when it did with confidence that it would profit as a result.

583. The Company has been substantially damaged as a direct and proximate result of Morgan Stanley's breaches of fiduciary duties set forth herein.

584. Accordingly, Plaintiff is entitled to recover damages from Morgan Stanley in an amount to be determined at trial.

COUNT TWENTY SIX
Aiding And Abetting Breach Of Fiduciary Duty Against MSCS

585. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

586. MSCS colluded in or aided and abetted the breach of fiduciary duties by Morgan Stanley, and was an active and knowing participant in those breaches of fiduciary duties by, among other things, (a) receiving an assignment or transfer of Tribune 7.5% Debentures purchased by Morgan Stanley for the purpose of utilizing them to offset amounts owing to the Company under the Swap Agreement in the event of a Company bankruptcy, and (b) offsetting such amounts after the Company commenced its bankruptcy case.

587. The Company has been substantially damaged as a direct and proximate result of MSCS's aiding and abetting the breaches of fiduciary duties set forth herein.

588. Accordingly, Plaintiff is entitled to judgment against MSCS for damages in an amount to be determined at trial.

COUNT TWENTY SEVEN
Breach Of Contract, Including Breach Of Covenant
Of Good Faith And Fair Dealing, Against MSCS

589. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

590. The Swap Agreement, entered into between MSCS and The Times Mirror Company, a predecessor to the Company, is a binding and enforceable agreement.

591. The Company and its predecessors performed their obligations under the Swap Agreement.

592. MSCS breached the Swap Agreement by acquiring in bad faith the Tribune 7.5% Debentures from Morgan Stanley for the sole purpose of setting them off against the amount that MSCS would owe to the Company under the Swap Agreement. This action by MSCS was done in bad faith and constitutes a breach of the duty of good faith and fair dealing inherent in every contract, including the Swap Agreement. MSCS's subsequent assertion of a right of setoff constitutes an additional breach of the covenant of good faith and fair dealing.

593. The Company has been substantially damaged as a result of these breaches.

594. Accordingly, Plaintiff is entitled to recover damages from MSCS in an amount to be determined at trial.

COUNT TWENTY EIGHT
Willful Violation Of The Automatic Stay Against MSCS

595. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

596. With full knowledge of Tribune's Chapter 11 case, MSCS willfully violated the automatic stay under Section 362(a)(7) of the Bankruptcy Code by offsetting the amount of the Tribune 7.5% Debentures purchased by Morgan Stanley and thereafter transferred to MSCS against amounts owed by MSCS to the Company under the Swap Agreement.

597. MSCS's violation of the automatic stay caused Tribune to incur actual damages, including costs and attorneys' fees.

598. Accordingly, Plaintiff is entitled to judgment against MSCS for damages in an amount to be determined at trial, plus costs and attorneys' fees.

COUNT TWENTY NINE
Equitable Subordination And Disallowance Of The MSCS Claim And Denial Of Setoff
Against MSCS

599. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

600. MSCS acted inequitably in aiding and abetting Morgan Stanley in its breach of fiduciary duties and by willfully violating the automatic stay to effect a setoff of amounts owed under the Swap Agreement. The Company's stakeholders, including creditors, were injured as a result.

601. MSCS is affiliated with Morgan Stanley, which is an insider of the Company as a result of its engagement as a financial advisor to Tribune and the Special Committee and by its possession of material non-public information about the Company's financial predicament.

602. The purchase of Tribune 7.5% Debentures by Morgan Stanley and the transfer of those Debentures by Morgan Stanley to MSCS was a coordinated scheme by two affiliates that sought to allow an affiliated non-insider to prosper as a result of an insider's acts. Accordingly, equity dictates that MSCS be treated as an insider as well.

603. Equitable subordination and disallowance of the MSCS Claim is consistent with the provisions and purposes of the Bankruptcy Code.

604. Accordingly, the MSCS Claim should be equitably subordinated and/or disallowed, and MSCS's setoff denied.

COUNT THIRTY
Turnover To Recover Under The Swap Agreement (Of At Least \$59.6 Million) Against
MSCS

605. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

606. MSCS owes a matured and payable debt to the Company of at least \$59.6 million under the Swap Agreement that is property of the estate and not susceptible to setoff.

607. Accordingly, MSCS should pay that debt without further delay.

COUNT THIRTY ONE

Unjust Enrichment Against The D&O Defendants, Subsidiary D&O Defendants, Controlling Shareholders, Zell Defendants, Tower Defendants, VRC, GreatBanc, Duff & Phelps, And Morgan Stanley

608. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

609. By virtue of their own wrongful acts and omissions, and through the wrongful receipt of payments and distributions from Tribune at a time when Tribune was insolvent or became insolvent as a result of the LBO, the D&O Defendants, the Subsidiary D&O Defendants, Controlling Shareholders, Zell Defendants, Tower Defendants, VRC, GreatBanc, Duff & Phelps, and Morgan Stanley have unjustly retained cash, credit, and other things of value that belong to Tribune, their retention of which violates fundamental principles of justice, equity, and good conscience.

610. The Subsidiary D&O Defendants, Controlling Shareholders, Zell Defendants, Tower Defendants, VRC, GreatBanc, Duff & Phelps, and Morgan Stanley are therefore liable to Tribune for unjust enrichment.

611. Plaintiff seeks restitution from these defendants and an order of this Court disgorging all payments, transfers, credit, profits, fees, benefits, incentives, and other things of value obtained by the defendants as a result of their wrongful conduct and breaches of fiduciary duties.

612. By virtue of the foregoing, these defendants are liable to reimburse Tribune by the amount of the payments, profits, fees, benefits, incentives, and other compensation they received in connection with the LBO.

COUNT THIRTY TWO
Recharacterization Of The Exchangeable Note As Equity
Pursuant To 11 U.S.C. § 105

613. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

614. EGI-TRB contributed \$200 million to Tribune in exchange for the Exchangeable Note. EGI-TRB was not a true creditor nor was the Exchangeable Note a true debt instrument. As reflected in Tribune's April 2, 2007 press release and Tribune's internal documents, this money was an "invest[ment]" by Zell in Tribune, which was intended to be used to pay shareholders who tendered their shares at Step One of the LBO. This money was in fact used to pay shareholders who tendered their shares at Step One of the LBO and to cover fees associated with Step One.

615. EGI-TRB was a holder of both the Exchangeable Note and 1,470,588 shares of Tribune stock.

616. The Exchangeable Note was unsecured and subordinated to the right of payment to all "Senior Obligations," which term was defined therein as "all obligations, indebtedness and other liabilities of [Tribune] other [than] any such obligations, indebtedness or liabilities that by its express terms ranks pari passu or junior to [Tribune's] obligations under this Note, in each case, whether incurred on or prior to the date hereof or hereafter incurred." The Exchangeable Note was thus subordinate to all of the debt incurred by Tribune in connection with the LBO.

617. The Exchangeable Note had no fixed date of maturity and did not provide a fixed schedule of payments of principal.

618. The Exchangeable Note provided for interest to be paid at an annual rate of 4.81% per annum, but interest payments were to be made, on a quarterly basis, if and only if Tribune's senior indebtedness was retired. The Exchangeable Note therefore did not provide for the regular payment of interest because payment of interest was conditioned on the repayment of senior obligations, which was not expected to occur and did not occur during the term of the Exchangeable Note.

619. Tribune had the option to exchange any portion of the outstanding principal amount owed on the Exchangeable Note for shares of Tribune stock at any time. If Step Two of the LBO failed to close, the outstanding principal amount owed on the Exchangeable Note would be automatically exchanged for shares of Tribune stock without any further action by Tribune or EGI-TRB. Repayment of the principal and accrued interest was only required upon, and was therefore dependent upon, the success of the LBO.

620. The amount paid or credited by Tribune to EGI-TRB in exchange for the Exchangeable Note was based upon the price that would have been paid to EGI-TRB had the Exchangeable Note been converted to stock and the stock redeemed by Tribune.

621. The Exchangeable Note was a *sui generis* instrument tailored to Zell's and EGI-TRB's participation in the LBO, and under the circumstances a reasonable outside creditor would not have made a loan to the Company on similar terms.

622. The proceeds that the Company received in return for the Exchangeable Note were used to finance and pay fees for the LBO, rather than to finance the Company's ordinary business.

623. No sinking fund was established in connection with the Exchangeable Note.

624. Based on the real nature of the Exchangeable Note, the Exchangeable Note should be recharacterized as equity pursuant to Section 105 of the Bankruptcy Code.

COUNT THIRTY THREE
Equitable Subordination And Disallowance Of The D&O Creditor
Claims, Subsidiary Creditor Claims, Zell Claims,
EGI-TRB Claims, And Tower Claims

625. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

626. The D&O Defendants, the Subsidiary D&O Defendants, Zell, EGI-TRB, and the Tower Defendants were insiders as defined by Section 101(31) of the Bankruptcy Code at the time of the transaction.

627. None of the D&O Defendants, Subsidiary D&O Defendants, Zell Defendants, EGI-TRB, or Tower Defendants have paid the amount, or turned over any property, for which any such defendant is liable.

628. The D&O Defendants, Subsidiary D&O Defendants, and Zell Defendants engaged in a pattern of misconduct designed to enrich themselves at the expense of Tribune, the Subsidiary Guarantors, and their stakeholders, including creditors, by, among other things:

- a. Approving the LBO, and permitting Steps One and Two to close even though they knew, or were reckless or grossly negligent in not knowing, that the LBO would render the Company insolvent, inadequately capitalized, and unable to pay its debts as they came due;
- b. Failing, at every stage of the LBO, to adequately analyze the impact that the LBO would have on the Company and those parties who would continue to be creditors and/or constituents of the Company, and voting in favor of and/or advocating for the LBO, notwithstanding that they knew, or were reckless or grossly negligent in not knowing, that it would render the Company insolvent, inadequately capitalized, and unable to pay its debts as they came due;
- c. Advocating for and facilitating consummation of Step Two of the imprudent and highly leveraged LBO that rendered Tribune insolvent, and knowingly, recklessly, grossly negligently, and/or willfully blindly disregarding the foreseeable disastrous consequences of the LBO; and

- d. Succumbing to financial incentives and catering to external influences in facilitating and advocating for the LBO, which benefited the Controlling Shareholders, the D&O Defendants, the Subsidiary D&O Defendants, and Zell Defendants, but was detrimental to the Company and those parties who would continue to be creditors and/or constituents of the Company.

629. The misconduct of the D&O Defendants, Subsidiary D&O Defendants, and Zell Defendants described herein was inequitable, and resulted in injury to Tribune's and the Subsidiary Guarantors' stakeholders, including creditors.

630. EGI-TRB and the Tower Defendants knew, or were reckless or grossly negligent in not knowing, of the inequitable misconduct of the D&O Defendants, Subsidiary D&O Defendants, and Zell Defendants described herein, and that such misconduct would result in injury to Tribune's and the Subsidiary Guarantors' stakeholders, including creditors.

631. Any claims arising from the Subordinated Note, including principal and interest, and all other obligations and liabilities of Tribune to EGI-TRB or the Tower Defendants, are contractually subordinate and junior to all obligations, indebtedness and other liabilities of Tribune with certain inapplicable exceptions. To the extent that any such claims are not already fully contractually subordinated, however, they should be equitably subordinated to all other claims, and/or disallowed.

632. Because EGI-TRB assigned minority interests in the Subordinated Note to the Tower Defendants, EGI-TRB thereby assigned the Tower Claims to the Tower Defendants. If the Tower Claims had not been assigned to the Tower Defendants—and instead had been asserted by, on behalf of, or for the benefit of EGI-TRB—each Tower Creditor Claim would have been subject to equitable subordination and disallowance pursuant to Sections 510(c) and 502(d), respectively, of the Bankruptcy Code. Thus, each Tower Creditor Claim should be equitably subordinated and/or disallowed to the same extent that it would have been had EGI-TRB not assigned the Tower Claims and, instead, continued to hold such claims.

633. Equitable subordination and disallowance of the D&O Creditor Claims, Subsidiary Creditor Claims, Zell Claims, EGI-TRB Claims, and Tower Claims is consistent with the provisions and purposes of the Bankruptcy Code.

634. Accordingly, the D&O Creditor Claims, Subsidiary Creditor Claims, Zell Claims, EGI-TRB Claims, and Tower Claims should be equitably subordinated and/or disallowed.

COUNT THIRTY FOUR
Avoidance And Recovery Of The Insider Payments (Of At Least \$81 Million) As
Constructive And/Or Actual Fraudulent Transfers Under Sections 548(a)(1)(A) And (B)
And 550(a) Of The Bankruptcy Code Against The Defendants
Listed Herein And In Exhibit C

635. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

636. The D&O Defendants, the Subsidiary D&O Defendants, and the Additional Officer Recipients were insiders as defined by Section 101(31) of the Bankruptcy Code at the time of the transaction.

637. The Insider Payments are the Executive Transition Payments, Phantom Equity Payments, and Success Bonus Payments that the defendants listed herein and on Exhibit C received in connection with the LBO.

638. Within two years before the Petition Date, Tribune: (i) incurred or reaffirmed the obligations to make the Insider Payments listed on Exhibit C; and (ii) made the Insider Payments summarized below and detailed in Exhibit C.

<u>Recipient</u>	<u>Total Insider Payments Received</u>
Amsden	\$150,000
Bigelow	\$709,825
FitzSimons	\$18,850,800
Gremillion	\$250,000
Grenesko	\$9,591,707
Hianik	\$175,000
Hiller	\$8,708,843
Kazan	\$626,226
Kenney	\$600,000
Knight	\$5,553,513
Landon	\$5,261,105
Leach	\$6,102,303
Lewin	\$3,359,821
Mallory	\$1,053,500
Malone	\$1,200,000
Reardon	\$7,672,605
Smith	\$9,214,806
Vitanovec	\$4,950,166
Waltz	\$2,153,467
Total	\$86,183,687

639. Tribune, by and through certain of its officers, directors, shareholders, and agents, incurred or reaffirmed the obligations to make the Insider Payments and made the Insider Payments with the actual intent to hinder, delay, and defraud Tribune's creditors, which intent is demonstrated by, among other things, the facts set forth in Paragraphs 379 and 380, which are incorporated herein by reference.

640. Tribune received less than reasonably equivalent value for incurring or reaffirming the obligations to make the Insider Payments and making the Insider Payments, and Tribune, at the time of the Insider Payments, (i) was insolvent or became insolvent as a result of

incurring or reaffirming the obligations to make the Insider Payments and making the Insider Payments; (ii) was engaged in business or a transaction, or was about to engage in business or a transaction, for which Tribune was left with unreasonably small capital; and/or (iii) intended to incur, or believed that it would incur, debts that would be beyond its ability to pay as such debts matured.

641. Accordingly, the obligations to make the Insider Payments, as well as the Insider Payments themselves, were transfers in fraud of the rights of the creditors of Tribune and its subsidiaries, and the obligations to make the Insider Payments, and the Insider Payments themselves, should be avoided and recovered pursuant to Sections 548(a)(1)(A), 548(a)(1)(B), and 550(a) of the Bankruptcy Code.

COUNT THIRTY FIVE

Preference Against The D&O Defendants, The Subsidiary D&O Defendants, And The Additional Officer Recipients To Recover The Insider Payments (Of At Least \$81 Million)

642. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

643. The D&O Defendants, the Subsidiary D&O Defendants, and the Additional Officer Recipients were insiders as defined by Section 101(31) of the Bankruptcy Code at the time of the transaction.

644. Tribune made the Insider Payments listed on Exhibit C to the D&O Defendants, Subsidiary D&O Defendants, and the Additional Officer Recipients within one year of the Petition Date.

645. On or within one year before the Petition Date, Tribune continued to operate its business affairs, including by transferring property either by checks, cashier checks, wire transfers, direct deposit, or otherwise to certain entities.

646. At the time the Insider Payments were made, to the extent any of the D&O Defendants, Subsidiary D&O Defendants, or the Additional Officer Recipients gave reasonably equivalent value to Tribune in exchange for his or her Insider Payment, in full or in part, the D&O Defendants, the Subsidiary D&O Defendants, and the Additional Officer Recipients each had a right to payment on account of a compensation obligation owed to each such defendant by Tribune in the amounts listed on Exhibit C. Therefore, the Insider Payments were for, or on account of, antecedent debts owed before the Insider Payments were made. The Insider Payments were made to or for the benefit of a creditor within the meaning of 11 U.S.C. § 547(b)(1) because the Insider Payments either reduced or fully satisfied a debt then owed to the D&O Defendants, the Subsidiary D&O Defendants, and the Additional Officer Recipients, and were made while Tribune was insolvent.

647. As a result of the Insider Payments, the D&O Defendants, the Subsidiary D&O Defendants, and the Additional Officer Recipients each received more than he or she would have received if: (i) the Debtors' cases were under Chapter 7 of the Bankruptcy Code; (ii) the Insider Payments had not been made; and (iii) each of the D&O Defendants, the Subsidiary D&O Defendants, and the Additional Officer Recipients received payment of his or her debts under the provisions of the Bankruptcy Code.

648. Accordingly, the Insider Payments should be avoided and recovered pursuant to Sections 547 and 550 of the Bankruptcy Code.

COUNT THIRTY SIX
Avoidance Of The Indemnification Obligations As Constructive And/Or Actual Fraudulent Transfers Under Sections 548(a)(1)(A) And (B) And 550(a) Of The Bankruptcy Code Against The D&O Defendants, The Subsidiary D&O Defendants, And The Additional Officer Recipients

649. Plaintiff repeats and realleges each and every allegation set forth in the foregoing paragraphs as though fully set forth herein.

650. The Merger Agreement expressly provided that the surviving company—not just pre-LBO Tribune—was obligated to indemnify Tribune’s directors and officers against any costs or expenses, judgments, fines, losses, claims, damages, liabilities, and amounts paid in settlement in connection with any actual or threatened claim, action, suit, proceeding, or investigation, whether civil, criminal, administrative, or investigative, arising out of, relating to, or in connection with any action or omission occurring or alleged to have occurred in connection with the LBO (the “Indemnification Obligations”).

651. Tribune and its successors received less than reasonably equivalent value in exchange for incurring the Indemnification Obligations, and Tribune, at the time the Indemnification Obligations were incurred, (i) was insolvent or became insolvent as a result of incurring the Indemnification Obligations; (ii) was engaged in business or a transaction, or was about to engage in business or a transaction, for which Tribune was left with unreasonably small capital; and/or (iii) intended to incur, or believed that it would incur, debts that would be beyond its ability to pay as such debts matured.

652. Tribune, by and through certain of its officers, directors, shareholders, and agents, incurred the Indemnification Obligations with the actual intent to hinder, delay, and defraud Tribune’s creditors, which intent is demonstrated by, among other things, the facts set forth in Paragraphs 379 and 380, which are incorporated herein by reference.

653. Accordingly, the Indemnification Obligations were incurred in actual and constructive fraud of the rights of the creditors of Tribune and its subsidiaries, and the Indemnification Obligations should be avoided pursuant to Sections 548(a)(1)(A) and 548(a)(1)(B) of the Bankruptcy Code.

RESERVATION OF RIGHTS

654. The Litigation Trustee reserves the right, to the extent permitted under the Bankruptcy Code, the Federal Rules of Civil or Bankruptcy Procedure, or by agreement, to assert any claims relating to the subject matter of this action or otherwise relating to the Debtors and their estates against any third party.

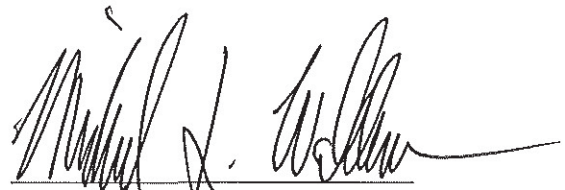
PRAYER FOR RELIEF

WHEREFORE, by reason of the foregoing, Plaintiff respectfully requests that this Court enter judgment against defendants as follows:

- (a) certifying the Shareholder Class pursuant to Rule 23 of the Federal Rules of Civil Procedure;
- (b) awarding Plaintiff damages in an amount to be determined at trial;
- (c) declaring each of the Shareholder Transfers to be a transfer or incurrence of an obligation in actual fraud of the rights of the creditors of Tribune and its subsidiaries and/or a transfer that preferred certain creditors to the detriment of others;
- (d) declaring each of the VRC Transfers, EGI-TRB Transfers, EGI Reimbursements, Morgan Stanley Advisor Fees, Morgan Stanley Reimbursement, Indemnification Obligations, and Insider Payments to be a transfer or incurrence of an obligation in actual and/or constructive fraud of the rights of the creditors of Tribune and its subsidiaries and/or a transfer that preferred certain creditors to the detriment of others;
- (e) avoiding and/or granting recovery of all amounts paid and/or obligations incurred in connection with the Shareholder Transfers, VRC Transfers, EGI-TRB Transfers, EGI Reimbursements, Morgan Stanley Advisor Fees, Morgan Stanley Reimbursement, Indemnification Obligations, and Insider Payments pursuant to Bankruptcy Code Sections 547 and/or 548 and/or 550;

- (f) imposing a constructive trust on assets of the defendants in the amount of all proceeds received by each such defendant in connection with the LBO;
- (g) recharacterizing the Exchangeable Note as equity;
- (h) equitably subordinating and disallowing the MSCS Claim, the D&O Creditor Claims, Subsidiary Creditor Claims, Zell Claims, EGI-TRB Claims, and Tower Claims;
- (i) denying the MSCS setoff and ordering the payment of MSCS's Swap Agreement debt;
- (j) awarding Plaintiff its attorneys' fees, costs, and other expenses incurred in this action;
- (k) awarding Plaintiff pre- and post-judgment interest at the maximum rate permitted by law; and
- (l) awarding Plaintiff such other and further relief as the Court deems just and proper.

Dated: August 1, 2013
New York, New York



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individual and custodial capacities, The Bank of New York Mellon Corporation and any of its affiliates in their individual and custodial capacities, Duff & Phelps, LLC, Fidelity Management Trust Co. and any of its affiliates in their individual and custodial capacities, GreatBanc Trust Company, David Dean Hiller, Intel Corporation, Liberty Mutual Insurance Co., Merrill Lynch & Co., Inc. and any of its affiliates in their individual and custodial capacities, Morgan Stanley & Co. LLC and any of its affiliates in their individual and custodial capacities, Morgan Stanley Capital Services, Inc. and any of its affiliates in their individual and custodial capacities, Perry Partners L.P., TD Bank, NA, UBS AG and any of its affiliates in their individual and custodial capacities, UBS SA and any of its affiliates in their individual and custodial capacities, and Valuation Research Corporation



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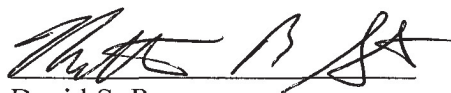
Counsel for the Tribune Litigation Trust with respect to claims against GreatBanc Trust Company, Duff & Phelps, LLC, Valuation Research Corporation, Morgan Stanley & Co. LLC, Morgan Stanley Capital Services, Inc., and those defendants with respect to which "FKSA" is identified as "LT Counsel" in Exhibit A



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Tower WP, L.L.C., Chandler Trust No. 1, Chandler Trust No. 2, Philip Chandler Residuary Trust No. 2, May C. Goodan Trust No. 2, Ruth C. Von Platen Trust No. 2, Dorothy B. Chandler Marital Trust No. 2, Dorothy B. Chandler Residuary Trust No. 2, HOC Trust No. 2 FBO Scott Haskins, HOC Trust No. 2 FBO John Haskins, HOC Trust No. 2 FBO Eliza Haskins, HOC GST Exempt Trust No. 2. FBO Scott Haskins, HOC GST Exempt Trust No. 2. FBO John Haskins, HOC GST Exempt Trust No. 2. FBO Eliza Haskins, Alberta W. Chandler Marital Trust No. 2, Earl E. Crowe Trust No. 2, Patricia Crowe Warren Residuary Trust No. 2, Helen Garland Trust No. 2 (For Gwendolyn Garland Babcock), Helen Garland Trust No. 2 (For William M. Garland III), Helen Garland Trust No. 2 (For Hillary Duque Garland), Garland Foundation Trust No. 2, Marian Otis Chandler Trust No. 2, Robert R. McCormick Foundation, Cantigny Foundation, Automobile Mechanics' Local 701 Pension Fund a/k/a Automobile Mechanics' Local No. 701 Union and Industry Pension Fund, Frank W. Denius, The DFA Investment Trust Company, GDK Inc., Hussman Strategic Growth Fund a/k/a The Hussman Investment Trust, John P. Hussman, Trustee, Edwin R Labuz IRA, Ameriprise Trust Company f/k/a H&R Block Financial Advisors, Custodian, Denise Meck, Nationwide S&P 500 Index Fund, a Series of Nationwide Mutual Funds, New York State Teachers Retirement System, Dorothy C. Patterson Irrevocable Trust #2 U/A/D 12-21-93, The Northern Trust Company, as Successor Trustee, Blandina Rojek, VTrader Pro, LLC, and those defendants with respect to which "Akin" is identified as "LT Counsel" in Exhibit A



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respect to claims against those defendants with
respect to which "Kasowitz" is identified as "LT
Counsel" in Exhibit A*

EXHIBIT A TO THE FIFTH AMENDED COMPLAINT

REDACTED

EXHIBIT A-1

1173132 ONTARIO INC
1199SEIU GREATER NY PENSION FUND LCV
1199SEIU HEALTH CARE EMPLOYEES PENSION FUND
1199SEIU HEALTHCARE EMPLOYEES PENSION FUND MCV
1199SEIU HOME CARE EMPLOYEES PENSION FUND
1980 CHARITABLE LEAD TRUST, BANK OF AMERICA, N.A., TRUSTEE
1993 GF PARTNERSHIP #4 G-BAR
1994 GREGG CHILDRENS TRUST U/A 04/29/94, WILL R GREGG IV, ALLEN DANDRIDGE GREGG, TRUSTEES
1998 CLARKE FAMILY TRUST UA DTD 2/12/98, RANDALL W CLARKE, TINA LIN CLARKE, TRUSTEES
1ST SOURCE BANK
2005 EDWARD K NEWMAN REVOCABLE TRUST U/A/D 04-14-2005, EDWARD K NEWMAN, TRUSTEE
21ST CENTURY EQUITY FUND
3GT INVESTMENT PARTNERSHIP
3M EMPLOYEES WELFARE BENEFITS ASSOCIATION TRUST I, CURRENT TRUSTEE
A & P ASSOCIATES SB ADVISOR
A E OSBORNE ASSOCIATES
A ERICKSON SHUSTER AND VIRGINIA G SHUSTER
A GOOD NEIGHBOR FOUNDATION
A J CAPONE TRUST B U/W FBO CELIA, CURRENT TRUSTEE
A R TRUST U/A DTD 09/15/ FBO AGNES STELLA NELTNER, ANGES S NELTNER, ANTHONY W NELTNER, MARY RIESENBECK, TRUSTEES
A RICHARD HERSUM 1995 TRUST U/A 10/3/95, LOUISE HERSUM, A RICHARD HERSUM, TRUSTEES
A.G. EDWARDS & SONS, LLC
A.G. EDWARDS TRUST COMPANY, FSB
AAA FRIENDS IN ADOPTION FOUNDATION TRUST, GEORGE H. LONG, DAWN SMITH-PLINER, TRUSTEES
AAR CORPORATION TRUST F/B/O IRA EICHNER, THE NORTHERN TRUST COMPANY, TRUSTEE
ABBEY EQUITY FUND ICVC SUB, THE ROYAL BANK OF SCOTLAND PLC, AS HOLDER OF ACCOUNTS
ABBEE NATIONAL SECURITIES, INC.
ABBOTT LABORATORIES CONSOLIDATED PENSION TRUST, PAM HOLLIS, MANAGER, RETIREMENT FUNDS, TRUSTEE
ABBY R ROSENBERG, DAVID S ROSENBERG, CUSTODIAN UNDER THE IL UNIF TRSF TO MINORS ACT
ABC ARBITRAGE SA
ABDUL W MOTEN AND MICHELLE L MOTEN
ABIGAIL WALLACH
ABINGTON ORTHOPAEDIC SPEC PC RET PL DTD 5/1/80 GABELLI PORTFOLIO, JEFFRY F RUBIN, TRUSTEE
ABN AMRO ASIA FINANCIAL SERVICES, LTD.
ABN AMRO CLEARING CHICAGO LLC

ABN AMRO EQUITIES (UK), LTD.
ABN AMRO MULTI-MANAGER FUNDS
ABSOLUTE VALUE FUND LP
ABU DHABI INVESTMENT AUTHORITY
ACCOUNT 1935
ACCT 38 EQUITY ADVISORY
ACM GROUP TRUST- S&P 500, CURRENT TRUSTEE
ACS UNCLAIMED PROPERTY CLEARINGHOUSE
ACT, INC. LARGE-CAP VALUE FUND
ADA H MCIVER
ADAGE CAPITAL ADVISORS, L.L.C. NATIONAL CORPORATE RESEARCH, LTD
ADAGE CAPITAL PARTNERS LP
ADALY OPPORTUNITY FUND, L.P. F/B/O ADALY OPPORTUNITY FUND
ADAM W. POTTER, USAA FEDERAL SAVINGS BANK C/F
ADELAIDE WALDENMAIER AND KATHRYN DYBOS
ADIA INVESTMENT SERIES
ADOLPH J & JEANNE M CAPURRO REV TRUST UAD 5/18/00, ADOLPH J & JEANNE M CAPURRO, TRUSTEES
ADRIENNE A BRIMICOMBE TRUST, BANK OF AMERICA, N.A., TRUSTEE
ADVANCED SERIES TRUST - AST QMA US EQUITY ALPHA PORTFOLIO F/K/A AST
ALLIANCEBERNSTEIN MANAGED INDEX 500 PORTFOLIO
ADVANCED SERIES TRUST - AST T. ROWE PRICE ASSET ALLOCATION PORTFOLIO
ADVISORS INNER CIRCLE FUND - LSV VALUE EQUITY FUND
AETNA LIFE INSURANCE COMPANY
AETOS CAPITAL, LLC, CURACAO INTERNATIONAL TRUST CO., TRUSTEE
AFFILIATED PRIVATE INVESTORS U.S. CORE VALUE FUND, L.L.C.
AFPC DIV PTRS LP1-GAMCO A PARTNERSHIP, PAMELA JASINSKI BY PTSPH AGMT
AGILE NEXUS MULTI STRATEGY FUND SPV 1, LLC
AHL PEGASUS LTD.
AIG U.S. LARGE CAP FUND - OFFSHORE CLASS U AIMCO
AIMEE M LANG, VANGUARD FIDUCIARY TRUST CO, CUSTODIAN
ALAN D. EGELSEER
ALAN DEVANEY AND JILL DEVANEY
ALAN E. FOWLER AND MARIA K. FOWLER
ALAN GARNER AND ALICE GARNER
ALAN GERRY
ALAN J. TAPPER M.D.
ALAN J. TAPPER M.D. CGM IRA ROLLOVER, STATE STREET BANK AND TRUST COMPANY, CUSTODIAN
ALAN L GARNER BGC INSURANCE TRUST PLG
ALAN L. GARNER SEP/IRA, BANK OF AMERICA, N.A., CUSTODIAN
ALAN M GOLD REVOCABLE TRUST UA 9/20/83, ALAN M GOLD, TRUSTEE

ALAN R RHEN IRA R/O U/A DTD 8/13/98, FCC, CUSTODIAN
ALAP UK WP NORWICH UNION INVESTMENT TRUST, CURRENT TRUSTEE
ALASKA LARGE-CAP TRUST
ALASKA PERMANENT FUND CORPORATION
ALBERT & JULIA SMITH CHARITABLE REMAINDER UNITRUST II, JULIA ANNE SMITH RAWSON AND WILLIAM COLLINS SMITH, TRUSTEES
ALBERT EINSTEIN HEALTHCARE - ALBERT EINSTEIN MEDICAL CENTER
ALBERT EINSTEIN MEDICAL CENTER EMPLOYEES RETIREMENT TRUST, CURRENT TRUSTEE
ALBERT J. GAYSON CGM IRA, STATE STREET BANK AND TRUST COMPANY, CUSTODIAN
ALBERT M DREYFUSS TRUST U/A DTD 08/14/91, ALBERT M DREYFUSS, TRUSTEE
ALBERT TAFFONI
ALBERTA FINANCE
ALBERTA W. CHANDLER MARITAL TRUST NO. 2, SUSAN BABCOCK, JEFFREY CHANDLER, CAMILLA CHANDLER FROST, ROGER GOODAN, WILLIAM STINEHART, JR., JUDY C. WEBB, WARREN B. WILLIAMSON, TRUSTEES
ALBERTO CRIBIORE
ALBERTO KNIE
ALECTA PENSIONSFORESAKRING OMSESIDIGT
ALEX DAMIAN BLUM, UGMA MD, LEONOR BLUM, CUSTODIAN
ALEXANDER AGNEW
ALEXANDER ANGERMAN AND JUDITH ANGERMAN IRRVOC TRUST U/A 3/5/91, ALEXANDER ANGERMAN AND JUDITH ANGERMAN, TRUSTEES
ALEXANDER D SOLON AND PAULA SOLON
ALEXANDER DAWSON FOUNDATION
ALEXANDER J WEISS IRREVOCABLE TRUST U/A 10/12/06, JUDITH N H WEISS, TRUSTEE
ALEXANDER SOLON IRRRA, MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, CUSTODIAN
ALEXANDRA GLOBAL MASTER FUND LTD
ALEXANDRA RAPHAEL
ALFA-TECH, LLC
ALFRED I. DUPONT TESTAMENTARY TRUST, KARA RILEY, TRUSTEE
ALFRED V TJARKS, ALFRED V TJARKS RETIREMENT PLAN DTD 02/18/85, ALFRED V TJARKS JR, TRUSTEE
ALFRED W. MERKEL, MARLOWE G. MERKEL TRUST UA 11 SEP 85, MARLOWE G. MERKEL, TRUSTEE
ALFRED WEINSTEIN
ALI SAR AND MURIEL SAR
ALICE C. GARNER
ALICE GARNER MONEY PPP
ALICE M. GRABAU
ALISON FORD DUNCAN, ACTING TRUSTEE AND BENEFICIARY OF THE ALFRED C. GLASSSELL JR. CHILDREN'S TRUST FOR ALISON FORD DUNCAN

Note: The naming of a person as a “trustee” of a trust, which is based on the Litigation Trust’s current information and belief, includes all other, additional, and/or successor trustees of the trust. Similarly, the words “current trustee” include “current trustees” when there is more than one trustee.

ALIZA LEAH ROZMAN TRUST, U/A DTD 10/08/82, MARJORIE ROZMAN, NANETTE ROSENBERG, TRUSTEES
ALLAMERICA INDEX MACM 12 (MUTUAL OF AMER LIFE INS CO)
ALLAN H WILLARD TRUST U/A DTD 9/7/93, CURRENT TRUSTEE
ALLAN R. KORETZ REVOCABLE TRUST UAD 05/10/1978, ALLAN R. KORETZ, PRESIDENT, TRUSTEE
ALLEGRO ASSOCIATES
ALLEN C. TANNER JR.
ALLEN DANDRIDGE GREGG
ALLEN PUTTERMAN MD SC MONEY PURCHASE PENSION PLAN
ALLIANCE CAPITAL GROUP TRUST, TIM MCCARTHY, TRUSTEE
ALLIANCE CAPITAL MANAGEMENT LLC
ALLIANCEBERNSTEIN L.P. F/K/A ALLIANCE CAPITAL MANAGEMENT CO F/K/A ALLIANCE CAPITAL MANAGEMENT LP
ALLIANCEBERNSTEIN TRUST, ALLIANCEBERNSTEIN VALUE FUND, CURRENT TRUSTEE
ALLIANZ INVEST KAG
ALLIED WORKERS LOCAL 48, PHILIP RAINWATER, TRUSTEE
ALOYSIUS J & EUGENE F FRANZ FOUNDATION FOR THE CONGREGATION OF THE MISSION
ALPHA A. WETENKAMP
ALPHADYNE INTERNATIONAL MASTER FUND LTD
ALPHEUS L. ELLIS 1989 TRUST, CAROL E. MARTIN, TRUSTEE
ALPHEUS L. ELLIS 1993 GRANDCHILDREN'S TRUST FBO CHRISTINE GAGNON, THE NORTHERN TRUST COMPANY AND CAROL E. MARTIN, CO-TRUSTEES
ALPHEUS L. ELLIS 1993 GRANDCHILDREN'S TRUST FBO HELEN JO CAHALIN, THE NORTHERN TRUST COMPANY AND CAROL E. MARTIN, CO-TRUSTEES
ALPHEUS L. ELLIS 1993 GRANDCHILDREN'S TRUST FBO LYNN ANN SHARP, THE NORTHERN TRUST COMPANY AND CAROL E. MARTIN, CO-TRUSTEES
ALPHEUS L. ELLIS 1993 GREAT GRANDCHILDREN'S TRUST, THE NORTHERN TRUST COMPANY, CAROL E. MARTIN, DON HALL, CO-TRUSTEES
ALPHEUS L. ELLIS 1993 TRUST FBO CAROL MARTIN, THE NORTHERN TRUST COMPANY, CAROL E. MARTIN, DON HALL, CO-TRUSTEES
ALPINE ASSOCIATES II, L.P.
ALPINE ASSOCIATES OFFSHORE FUND II LTD.
ALPINE ASSOCIATES OFFSHORE FUND LTD.
ALPINE ASSOCIATES, A LIMITED PARTNERSHIP
ALPINE INSTITUTIONAL LP
ALPINE PARTNERS, L.P.
ALPINE PLUS L.P.
ALTERNATIVE FD LLC (CATALYST)
ALTMA FUND SICAV PLC IN RESPECT OF THE AMIENS SUB-FUND
ALVIN A VINEGAR TRUST SV-15, ALVIN VINEGAR, TRUSTEE
ALVIN BAUM JR 1966 TRUST, ALVIN H BAUM, TRUSTEE
ALVIN R GROSS

ALYCE TUTTLE FULLER TRUST U/A DTD 10/03/2003, ALYCE TUTTLE FULLER, TRUSTEE
ALYN L COOPERMAN REVOCABLE TRUST DATED 8/25/1994, A MAITLAND & M COOPERMAN, TRUSTEES
ALZ S&P 500 INDEX FUND
AM INTERNATIONAL EMAC 63 LTD/VOL ARB
AM MASTER FUND III, LP
AMALGAMATED BANK
AMALGAMATED BANK OF CHICAGO
AMALGAMATED TRANSIT UNION LOCAL
AMELIA ROSE HOWELLS
AMELITA NEIBURGER
AMELITA NEIBURGER TRUST 5C-183, AMELITA M NEIBURGER, TRUSTEE
AMEREN MANAGEMENT HEALTH TRUST, CURRENT TRUSTEE
AMEREN SERVICES COMPANY, AMEREN SVCS NUCLEAR DECOMMISSIONING TRUST, CURRENT TRUSTEE
AMERICAN BAPTIST HOME MISSION SOCIETY LCV
AMERICAN CENTURY INVESTMENT MANAGEMENT INC S&P 500 EQUITY INDEX FUND
AMERICAN ENTERPRISE INVESTMENT SERVICES INC
AMERICAN GENERAL LIFE INSURANCE COMPANY OF DELAWARE A/K/A AIG LIFE INSURANCE COMPANY
AMERICAN NATIONAL BANK
AMERIPRISE TRUST CO.
AMETEK INC EMPLOYEES MASTER RETIREMENT TRUST, CURRENT TRUSTEE
AMICI ASSOCIATES LP
AMICI FUND INTERNATIONAL, LTD.
AMICI QUALIFIED ASSOCIATES LP
AMIDA PARTNERS MASTER FUND LTD
AMPERE CAPITAL MANAGEMENT LP
AMY BURNS COUNTISS TRUST UA 09/18/99, H. D. BURNS, TRUSTEE
AMY W FONG LIVING TRUST U/A DTD 06/14/1988, ARNOLD D FONG AND AMY W FONG, TRUSTEES
ANA ROTHANA ROTH TRUST, CURRENT TRUSTEE
ANADARKO PETROLEUM CORP.
ANADARKO PETROLEUM CORPORATION MASTER TRUST, APC ADMINISTRATIVE AND INVESTMENT COMMITTEE, TRUSTEE
ANANTH S BHOGARAJU AND PURNIMA U BHOGARAJU, JTWROS
ANCILLA SYSTEMS INC. LCV
ANDE ELLEN WINKLER
ANDERSEN CORPORATION EMPLOYEES
ANDERSEN CORPORATION, US BANK N.A., TRUSTEE
ANDERSEN DEFINED BENEFIT, US BANK N.A., TRUSTEE
ANDRA-AP-FONDEN (AP2)
ANDREA REIMANN-CIARDELLI TRUST U/A DTD 04/28/2006, CURRENT TRUSTEE
ANDREW ABSLER AND LAUREN F ABSLER
ANDREW ALLEN CHARITABLE FOUNDATION SEL ADV, NORTHERN TRUST, TRUSTEE
ANDREW BATER
ANDREW BOEHM AND RITA A BOEHM

ANDREW G CASSEN AND ENID CASSEN
ANDREW J IAN GARY WENDY J MACKEN FAMILY TRUST UA 3/16/1999, ANDREW J IAN GARY WENDY J MACKEN, TRUSTEES
ANDREW J WALLACE TRUST U/A DTD 07/31/1996, ANDREW J WALLACE, JAMES WENDELL WALLACE, TRUSTEES
ANDREW J. MCKENNA TRUST, CURRENT TRUSTEE
ANDREW T SZYMULANSKI
ANDREW W SHELDEN VOLUNTARY TRUST U/A 8/22/99, WILLIAM W SHELDEN JR, TRUSTEE
ANDY HOK FAN SZE REV TRUST U/A 5/30/96, ANDY HOK FAN SZE, TRUSTEE
ANGELO D. GIANCARLO
ANIMA SOCIETA DI GESTIONE DEL RISPARMIO PER AZIONI S.P.A. A/K/A ANIMA SGR S.P.A.
ANN B. MURPHY REV TRUST U/A DTD 4/13/04, ANN B. MURPHY, TRUSTEE
ANN C. GRAFF TRUST, ANN C. GRAFF, TRUSTEE
ANN F. PARKS TRUST, WILLIAM M. PARKS, TRUSTEE
ANNA B. SILVER
ANNA H DEMING
ANNA H GREER IRA, AMERIPRISE TRUST COMPANY, CUSTODIAN
ANNA L MAST
ANNA W. MURRAY
ANNABELLE M FREDERICKSON #XXXXXXX0010, MELLON, CUSTODIAN
ANNE AARON MERLE EPSTEIN UA 11/09/05, ROSENWALD EPSTEIN, ANNE AARON MERLE EPSTEIN, TRUSTEES
ANNE CUSACK DERK IRA NATIONAL FINANCIAL SERVICES LLC/FIDELITY MANAGEMENT TRUST CO, CUSTODIAN
ANNE E. MCKENNY, TRUSTEE MANAGED
ANNE ELIZABETH MCKENNY 2007, ANNE E MCKENNY, TRUSTEE
ANNE F NEVILLE FAMILY TRUST U/A DTD 07/14/1999, ANNE F NEVILLE, TRUSTEE
ANNE IRENE ANDERSON
ANNE LESLIE FENSTERMAKER
ANNE MCCUTCHEON LEWIS TRUST U/A DTD 10/26/1987, ANNE MCCUTCHEON LEWIS, MARY SHAW MCCUTHEON, J MCCUTCHEON III, OLIVER MCCUTCHEON LEWIS, MATTHEW V. LEWIS, TRUSTEES
ANNE MCKENNY TRUST, CLARA WHITNEY, TRUSTEE
ANNE PARRY REV LIV TRUST U/A DATED 11/13/97, ANNE PARRY, TRUSTEE
ANNE RR HUSK & EF PORTER III S HOWELLS TRUST 12/30/85, MARTHA S MOLLOY, J CS MULLEN, TRUSTEES
ANNE S HOWELLS CHAR TRUST DTD DEC 18 1989, JANE C. MULLEN, RICHARD R. HUSK, TRUSTEES
ANNE S SCHEIERMANN
ANNE W. CHARPIE TRUST, ANNIE W. CHARPIE, TRUSTEE
ANNE WERTHEIM WERNER TRUST U/W DTD 10/10/95, THOMAS L. LANGMAN, PHILIP H. LILIENTHAL, TRUSTEES
ANNE-MARIE S GREENBERG
ANNETTE O GLOVER HAROLD R GLOVER TRUST UA 02/08/99, ANNETTE O. GLOVER, HAROLD R. GLOVER, TRUSTEES

ANTHONY C BERARDI UTA IRA CONTRIBUTORY DTD 06/24/97, CHARLES SCHWAB & CO INC, TRUSTEE
ANTHONY C SCOLARO AND CELESTE P SCOLARO
ANTHONY G BRYAN, ANTHONY G BRYAN R1F1973 5, CUSTODIAN
ANTHONY M STEPUSZEK
ANTHONY MARRO AND JACQUELINE MARRO
ANTHONY TABASCO III
ANTHONY Y. LIN
ANTHONY YUKSEEN YAU
ANTOINETTE B BRUMBAUGH TRUST, ANTOINETTE B BRUMBAUGH, TRUSTEE
AON CORPORATION
AP1 MSCI WORLD INDEX PLUS (BARCLAYS GLOBAL INVESTORS NA)
APG (DINA) SUCCESOR TR/TIMES, TROY GASS, TRUSTEE
APG A/K/A ALL PENSIONS GROUP STRUCTURED RESEARCH A/K/A APG ASSET MANAGEMENT US, INC. F/K/A ABP INVESTMENTS US, INC.
APPLEBY INVESTMENTS LP
AQR ABSOLUTE RETURN MASTER ACCOUNT, L.P.
AQR CAPITAL MANAGEMENT LLC
AQR GLOBAL STOCK SELECTION HV MASTER ACCOUNT LTD.
AQR GLOBAL STOCK SELECTION MASTER ACCT LP
AQR R. C. EQUITY AUSTRALIA FUND
AQUA AMERICA-GABELLI ASSET MANAGEMENT
ARBAYAW INVESTMENTS LP
ARC REVOCABLE TRUST, ROBERT SNYDER, TRUSTEE
ARCHDIOCESAN PENSION PLAN OF THE ARCHDIOCESE OF NEW YORK
ARCHDIOCESE OF CINCINNATI
ARCHDIOCESE OF LOS ANGELES LAY EMPLOYEES PENSION PLAN
ARCHDIOCESE OF NEW YORK MASTER TRUST, CURRENT TRUSTEE
ARCHDIOCESE OF PHILADELPHIA
ARCHIE/GONSALVES FAMILY TRUST U/A 12/4/01, ARCELLIOUS ARCHIE, LEONIDIA GONSALVES, TRUSTEES
ARCHITAS MULTI-MANAGER LIMITED
ARGYLL RESEARCH LLC
ARI DANIEL BLUM, UGMA MD, LEONOR BLUM, CUSTODIAN
ARIE & IDA CROWN MEMORIAL
ARIEL ENTERPRISES INC. PROFIT SHARING PLAN AND TRUST U/A 10/30/1990, CURRENT TRUSTEE
ARIZONA STATE RETIREMENT SYSTEM
ARLENE D SCHULTZ TRUST U/A/D 10/18/03, ARLENE D. SCHULTZ, TRUSTEE
ARMEN J ADAJIAN TRUST U/A 9/15/80, ARMEN J ADAJIAN, TRUSTEE
ARMEN MELKUMYAN
ARMENIAN GEN. BENEVOLENT UNION
ARMSTRONG WORLD INDUSTRIES
ARMSTRONG WORLD INDUSTRIES, INC. RETIREMENT MASTER TRUST, CURRENT TRUSTEE
ARNOLD A DELUCA
ARNOLD BUCKMAN TRUST U/A DTD 12/24/96, ARNOLD BUCKMAN, TRUSTEE

ARNOLD MANHEIMER
ARNOLD R WEBER & EDNA F WEBER
ARNOLD R WEBER AND EDNA F WEBER
ARS & CO
ARTHUR E GOLDBERG
ARTHUR E LEE
ARTHUR E LEE AND NANCY L LEE
ARTHUR E. MCKENNY, TRUSTEE MANAGED
ARTHUR FARBER IRA ROLLOVER ACCOUNT ADP CLEARING, CUSTODIAN
ARTHUR G BESS III IRA R/O, RAYMOND JAMES & ASSOCIATES, INC., CSDN, TRUSTEE
ARTHUR HOYER ROLLOVER IRA, SCOTTRADE INC, CUSTODIAN
ARTHUR JUEDES
ARTHUR M KOBLISH TRUST U/A 11/30/92, ARTHUR M KOBLISH, JEFFREY ARTHUR KOBLISH, TRUSTEES
ARTHUR R MARTIN, WELLS FARGO BANK C/F
ARTHUR R. HOYER AND THELMA L. LEMTS
ARTHUR SHAWN CASEY
ARTHUR Y CHU
ARTICLE VI TRUST 11/W/0 FRANCES BRADLEY LUMMIS, WILLIAM R LUMMIS SR, TRUSTEE
ARTIS AGGRESSIVE GROWTH MASTER FUND LP
ARTIS AGGRESSIVE GROWTH, L.P.
ARTIS PARTNERS (INSTITUTIONAL), L.P.
ARTIS PARTNERS 2X (INSTITUTIONAL), L.P.
ARTIS PARTNERS 2X LTD
ARTIS PARTNERS 2X, L.P.
ARTIS PARTNERS LTD
ARTIS PARTNERS, L.P.
ARTURO QUINONES
ASBESTOS WORKERS LOCAL 32 PENSION FUND
ASBESTOS WORKERS LOCAL 6 PENSION FUND
ASBESTOS WORKERS PHILADELPHIA PENSION LCV
ASBURY THEOLOGICAL SEMINARY
ASCENSION HEALTH
ASSET MANAGEMENT INVESTORS LLC
ASSETMARK ENHANCED FUNDAMENTAL INDEX - LARGE COMPANY VALUE FUND
ASSISI FOUNDATION OF MEMPHIS, INC.
ASSOCIATED BANK, NATIONAL ASSOCIATION F/K/A ASSOCIATED BANK GREEN BAY
ASTRID K BIRKE REVOCABLE TRUST DATED 04/28/98, ASTRID K BIRKE, TRUSTEE
AT&T INC.
ATHOLIE K ROSETT
ATLANTIC SALMON FEDERATION CANADA ENDOWMENT FUND INV
AUDREY M SOUTHARD
AUSTIN PRESBYTERIAN THEOLOGICAL
AUSTIN TRUST COMPANY
AUSTRALIAN COMPANY NUMBER 003 113 960 LTD
AUTOMOBILE CLUB OF SOUTHERN CALIFORNIA
AUTOMOBILE MECHANICS' LOCAL 701 PENSION FUND A/K/A AUTOMOBILE MECHANICS' LOCAL NO. 701 UNION AND INDUSTRY PENSION FUND
AUTOMOTIVE INDUSTRIES PENSION TRUST FUND, ASSOCIATED THIRD PARTY ADMIN, CURRENT TRUSTEE
AUTOMOTIVE MACHINISTS PENSION TRUST FUND
AVALON TRUST COMPANY

AVERY DENNISON CORPORATION MASTER RETIREMENT TRUST A/K/A AVERY DENNISON MASTER RETIREMENT TRUST, CURRENT TRUSTEE
AVIV NEVO
AVONDALE PARTNERS LLC
AXA EQUITABLE LIFE INSURANCE COMPANY
AXA INSURANCE
AXA PACIFIC INSURANCE COMPANY
AXA PREMIER VIP TRUST
AXA PREMIER VIP TRUST - MULTIMANAGER LARGE CAP CORE EQUITY PORTFOLIO, CURRENT TRUSTEE
AXA PREMIER VIP TRUST - MULTIMANAGER LARGE CAP VALUE PORTFOLIO
AXELSON FAM. LIMITED PARTNERSHIP, STEPHEN AXELSON AND LINDA AXELSON
AYDA R ARSLAN
B & B LUMBER CO PFT SHRING PL, JEFFREY H BOOHER, GARY R BOOHER, TRUSTEES
B H GERALD ROGERS MD LTD EMPLOYEE PENSION TRUST U/A 07/01/84, B H GERALD ROGERS, TRUSTEE
B PRIVATE BANK SINGAPORE BRANCH
BABCOCK & WILCOX ASBESTOS PERSONAL INJURY TRUST, JOHN BROPHY, TRUSTEE
BABSON
BACAP EQUITY FUND XX1 BANK OF AMERICA
BAE SYSTEMS LAND & ARMAMENTS INC. F/K/A UNITED DEFENSE LP
BAKERY, CONFECTIONERY, TOBACCO WORKERS & GRAIN MILLERS INTERNATIONAL PENSION FUND
BALDWIN ENTERPRISES, INC
BALENTINE US MID CAP EQUITY FUND SELECT
BALL STATE UNIVERSITY
BANCO PORTUGUES DE INVESTIMENTO, BANCO PORTUGUE DO ATLANTICO
BANK JULIUS BAER & CO. AG
BANK OF AMERICA (F/K/A MERRILL LYNCH IQ)
BANK OF AMERICA (GLASS LEWIS CO.)
BANK OF AMERICA (STRUCTURED RESEARCH)
BANK OF AMERICA PENSION-T. ROWE PRICE, BANK OF AMERICA, N.A. AS DIRECTED TRUSTEE
BANK OF AMERICA, NATIONAL ASSOCIATION
BANK OF AMERICA, NATIONAL ASSOCIATION (GWIM TRUST OPERATIONS)
BANK OF AMERICA, NATIONAL ASSOCIATION, AS SUCCESSOR-IN-INTEREST TO BOATMENS
BANK OF AMERICA, NATIONAL ASSOCIATION, AS SUCCESSOR-IN-INTEREST TO LASALLE BANK N.A.
BANK OF AMERICA, NATIONAL ASSOCIATION, AS SUCCESSOR-IN-INTEREST TO U.S. TRUST COMPANY, N.A.
BANK OF HAWAII
BANK OF MONTREAL HOLDING, INC. AS SUCCESSOR TO BMO NESBITT BURNS TRADING CORP. SA
BANK OF NEW YORK MELLON CORP RET PLANS MASTER TRUST, CURRENT TRUSTEE
BANK OF NY BKR 901
BAPTIST FOUNDATION OF TEXAS
BARBARA ALTER
BARBARA ANNE WARD LIVING TRUST U/A DTD 11/20/2007, BARBARA ANNE WARD, TRUSTEE
BARBARA BELL

BARBARA BONOFF GETTINGER
BARBARA C. SHANE
BARBARA CADY SCHMID
BARBARA CLEMENTS HELLER REVOCABLE TRUST DTD 3/22/01, CURRENT TRUSTEE
BARBARA D. MCGRAW
BARBARA F SALAS & GEORGE M SALAS JT TEN
BARBARA H ALTER 2002 DECLARATION OF TRUST DTD 12/12/2002, BARBARA H ALTER, TRUSTEE
BARBARA HOROWITZ TRUST U/A/D 04/05/91, BARBARA J HOROWITZ, TRUSTEE
BARBARA J. KNEELAND
BARBARA K WALSH TRUST U/A 10/11/04, BARBARA K WALSH, TRUSTEE
BARBARA K. WARNER
BARBARA M OSBORNE INTERIM TST DTD 2/7/02, JONATHAN OSBORNE & ELIZABETH O SIEGEL, TRUSTEES
BARBARA M OSBORNE TRUST U/I/T DTD 2/7/05, JONATHAN OSBORNE, ELIZABETH SIEGEL, TRUSTEES
BARBARA M. CALVERT
BARBARA M. J. WOOD LIVING TRUST U/A/D 9/17/81, THE NORTHERN TRUST COMPANY, TRUSTEE
BARBARA M. OSBORNE TRUST U/I/T DTD 2/7/05, JONATHAN OSBORNE, ACTING TRUSTEE
BARBARA MARTELL
BARBRA ATSAVES PABST IRA ROLLOVER FIDELITY MANAGEMENT TRUST CO CUST
BARCLAYS BANK PLC - BARCLAYS CAPITAL GROUP
BARCLAYS CAPITAL INC.
BARCLAYS CAPITAL PRIME BROKER
BARCLAYS CAPITAL SECURITIES LIMITED
BARCLAYS CAPITAL SECURITIES LIMITED AS SUCCESSOR TO BW SECURITIES LIMITED
BARCLAYS GLOBAL INVESTORS
BARCLAYS GLOBAL INVESTORS LTD (A/C XXXXXX6408)
BARCLAYS GLOBAL INVESTORS LTD (A/C XXXXXXNE8W)
BARCLAYS GLOBAL INVESTORS LTD (A/C XXXXXXPE01)
BARLOW TRUST FBO M A BARLOW JR., L. THOMAS SLIGER, AUSTIN TRUST COMPANY, TRUSTEES
BARNET PARTNERS LTD
BARRETT C MCGREGOR
BARRINGTON INVESTORS L.P. 0102 GSAM: TAX ADV LH (S&P500)
BARRY D MCCORMICK TRADITIONAL IRA ROLLOVER, JPMORGAN CHASE BANK, CUSTODIAN
BARRY DAVID KUPFERBERG & LORI BANNER KUPFERBERG
BARRY L. FELDPAUSCH AND JEANNE R. FELDPAUSCH
BARRY SHEIN REVOCABLE TRUST, BARRY S SHEIN, TRUSTEE
BARRY T WERBLOW AND BARI WERBLOW
BARRY WOLSTAN
BASF CORPORATION PENSION MASTER TRUST
BASF PENSIONKASSE WAG
BASHAR A MUBASHIR

BASHAR A MUBASHIR IRA ROLLOVER FIDELITY MANAGEMENT TRUST CO CUST
BASIM S. NIMRI AND CATHY MARIE NIMRI
BATTELLE MEMORIAL INSTITUTE
BATTELLE MEMORIAL INSTITUTE PN - NASA TECHNICAL REPORTS SERVER
BAXTER INTERNATIONAL INC.
BAYCARE HEALTH SYSTEM, INC.
BAYLOR HEALTH CARE SYSTEM
BCBSM FOUNDATION BLUE CROSS BLUE SHIELD OF MICHIGAN (BERNSTEIN VALUE)
BEACON TRUST COMPANY
BEAR STEARNS ASSET MANAGEMENT, INC.
BEAR STEARNS EQUITY STRATEGIES RT LLC
BEAUMONT FIREMEN'S RELIEF AND RETIREMENT FUND
BECHTEL CORPORATION TRUST AND THRIFT PLAN
BEDFORD OAK PARTNERS LP
BELL ATLANTIC MASTER TRUST, CURRENT TRUSTEE
BELLIN HOSPITAL
BELLIN HOSPITAL PENSION TRUST, U.S. BANK N.A., TRUSTEE
BELLSOUTH CORP. NON-REPRESENTABLE HEALTH CARE TRUST, CURRENT TRUSTEE
BELLSOUTH CORPORATION
BELLSOUTH GROUP LIFE TRUST S&P, CURRENT TRUSTEE
BELLSOUTH HEALTHCARE S&P 500
BELLSOUTH/ALLIANCE
BENJAMIN FAMILY LIMITED PARTNERSHIP
BENJAMIN FRANK OLIVA
BENJAMIN J. VERDUSCO TRUST, U/A DTD 12/13/1989, CATHERINE A VERDUSCO, TRUSTEE
BENJAMIN JOSEPH DALY GIFT TRUST, AUDREY YOUNG, TRUSTEE
BENTLEY F KAPLAN
BERNADETTE FINGLETON
BERNARD AND BARBRO OSHER 2006 CHARITABLE REMAINDER UNITRUST #2, BERNARD OSHER AND BARBRO OSHER, TRUSTEES
BERNARD AND RENA SHAPIRO, INTERVIVOS TRUST A/C #1 DTD 10/15/87, BERNARD SHAPIRO AND RENA SHAPIRO, TRUSTEES
BERNARD CHAPMAN TRUST U/A, BERNARD CHAPMAN, TRUSTEE
BERNARD E & EDITH B WATERMAN CHARITABLE FOUNDATION
BERNARD E WATERMAN AND EDITH B WATERMAN
BERNARD J SILGARD AND KAREN A SILGARDO
BERNARD OSHER 2006 CHARITABLE REMAINDER UNTRUST #2, BERNARD OSHER, TRUSTEE
BERNARD OSHER TRUST, BERNARD OSHER, TRUSTEE
BERNARD RABINOWITZ TRUST U/A/D 09-11-2006, BERNARD RABINOWITZ, TRUSTEE
BERNARD W. LINCICOME
BERNARD WEINGER GST TRUST, LAURENCE S. SPECTOR, TRUSTEE
BERNER CHARITABLE SCHOLARSHIP FOUNDATION

BERNICE K WATTMAN TRUST, U/A DTD 11/01/2002, CURRENT TRUSTEE
BERNIE H. SMITH & JOYCE M. SMITH
BESSEMER TRUST COMPANY
BESSIE E MURRAY
BETH L ZWEIG C/F LAURA H ZWEIG U/IN/UTMA
BETH L. CHAPIN
BETHESDA MASTER TRUST, CURRENT TRUSTEE
BETSY D. HOLDEN
BETSY N. ANDERSON
BETTE WENDT JORE
BETTIE SUE FLYNN
BETTY ANDRES TRUST U/A/D 04-21-1988, BETTY R. ANDRES AND RICHARD W. ANDRES, TRUSTEES
BETTY BEAIRD LIVING TRUST U/A DTD 4/10/87, BETTY BEAIRD, TRUSTEE
BETTY ELLEN BERLAMINO
BETTY H. ROELAND MARITAL TRUST, THE ROELAND FAMILY TRUST UA 8/19/86, BETTY H ROELAND, TRUSTEE
BETTY J. STEPHENS SURVIVORS TRUST, BETTY J. STEPHENS, TRUSTEE
BETTY K. ZLATCHIN IRA, DELAWARE CHARTER GUARANTEE & TRUST, CUSTODIAN
BETTY RICH SELF-DECLARATION OF TRUST DTD 7-1-71, BETTY RICH, TRUSTEE
BETURN
BGI CDN US EQUITY INDEX - NON TAX FUND
BGICL NONPENSION US EQ
BHF-BANK AKTIENGESSELLSCHAFT
BIG HEN GROUP I LLC, A PARTNERSHIP
BIG SKY, LLC
BILL C. OGLE AND JANIE L. OGLE
BILL HORTON AND MARY HORTON AND/OR CURRENT TRUSTEE(S)
BILLIE J BOUZEK TRUST U/A 1/28/00, FRANK J BOUZEK, TRUSTEE
BINHUA MAO ROTH IRA, ETRADE, CUSTODIAN
BLACK BOX CORPORATION
BLACK DIAMOND ARBITRAGE OFFSHORE LTD. CARLSON CAPITAL L.P.
BLACK DIAMOND OFFSHORE LTD. CARLSON CAPITAL L.P.
BLACK RIVER GLOBAL EQUITY FUND LTD. F/K/A BLACK RIVER GLOBAL EQUITY ARBITRAGE FUND LTD.
BLACKBURN TRUST, MARSHA BLACKBURN, TRUSTEE
BLACKPORT CAPITAL FUND LTD
BLACKROCK ADVISORS (UK) LTD. F/K/A BARCLAYS GLOBAL INVESTORS LTD. [A/C XXXXXX6498]
BLACKROCK ADVISORS (UK) LTD. F/K/A BARCLAYS GLOBAL INVESTORS. LTD. A/C XXXXX5416
BLACKROCK ADVISORS (UK) LTD. F/K/A BARCLAYS GLOBAL INVESTORS. LTD. A/C XXXXX7995
BLACKROCK ADVISORS (UK) LTD. F/K/A BARCLAYS GLOBAL INVESTORS. LTD. [A/C BANK OF NY ACCXX046748]
BLACKROCK DEBT STRATEGIES FUND, INC. A/K/A DSU
BLACKROCK INSTITUTIONAL TRUST COMPANY, N.A.

BLACKROCK INSTITUTIONAL TRUST COMPANY, N.A. (U.S. EQUITY MARKET SUDAN FREE EQUITY INDEX FUND)
BLACKROCK NORTH AMERICAN EQUITY TRACKER FUND TRUST ACCOUNTS, BANK OF NEW YORK EUROPE LTD, RBS, TRUSTEE
BLACKROCK S&P 500 INDEX V.I. FUND (INS-VAR SER)
BLACKROCK S-P 500 INDEX SERIES MASTER
BLACKROCK, INC. (MERRILL LYNCH)
BLAINE B ROMINGER CGM IRA ROLLOVER, STATE STREET BANK AND TRUST COMPANY, CUSTODIAN
BLANDINA ROJEK
BLANDINA ROJEK CHAR LD. TRUST, FRIEDMAN & HUEY ASSOCIATES, TRUSTEE
BLEND SURVIVOR'S TRUST DTD 12/2/99, ROBERT R BLEND AND THOMAS R BLEND, TRUSTEES
BLK GLOBAL EQUITY I
BLOCK COMMUNICATIONS, INC. RETIREMENT TRUST, CURRENT TRUSTEE
BLUE CHIP FUND, A SERIES OF FIRST INVESTORS EQUITY FUNDS
BLUE CHIP FUND, A SERIES OF FIRST INVESTORS LIFE SERIES FUNDS
BLUE CROSS & BLUE SHIELD OF KANSAS
BLUE CROSS AND BLUE SHIELD OF FLORIDA INC
BLUE CROSS AND BLUE SHIELD OF GEORGIA, INC. A/K/A WELLPOINT, INC. BLUE CROSS BLUE SHIELD OF GEORGIA
BLUE CROSS BLUE SHIELD OF MICHIGAN BCBSM FOUNDATION BERNSTEIN VALUE
BLUE CROSS BLUE SHIELD OF TENNESSEE
BLUE CROSS OF CALIFORNIA
BLUE HILLS BANK F/K/A HYDE PARK SAVINGS BANK
BLYTH TRUST, R.B. CARPENTER, SUCCESSOR TRUSTEE
BLYTHE T BELENKY
BMO HARRIS BANK N.A., AS SUCCESSOR BY MERGER TO M&I MARSHALL AND ILSLEY BANK
BMO NESBITT BURNS INC./CDS
BMR 2 LLC
BNA EMPLOYEES' RETIREMENT PLAN
BNA EMPLOYEES RETIREMENT TRUST, CURRENT TRUSTEE
BNP PARIBAS ARBITRAGE, SNCR
BNP PARIBAS F/K/A NEFF ALTERNATIVE MANAGERMENTS - TMS/ITS SETT A/C FOR COOPER
BNP PARIBAS PRIME BROKERAGE, INC.
BNP PARIBAS PRIVATE BANK, SA HONG KONG BRANCH (POOL 3 30% WITHHOLD DIVIDEND)
BNP PARIBAS SECURITIES CORP.
BNP PARIBAS SECURITIES CORP. (EQUITY DERIVATIVES SEFUSD)
BNP PARIBAS SECURITIES CORP. (PARIS TRADING)
BNP PARIBAS SECURITIES SERVICES
BNY MELLON INVESTMENT SERVICING (US) INC. F/K/A PFCF, INC.
BNY MELLON, NATIONAL ASSOCIATION AS SUCCESSOR-IN-TRUST TO MELLON TRUST OF NEW ENGLAND, N.A.
BNYTD AC MLC GLOBAL EQUITY DFA BNYTD A/C MLC

BNYTD EQUATOR INV FD ICVC NAMERICA LARGE MID CAP EQTY-FD-T ROWE PRICE
BO QUAN
BOA PENSION PLAN FOR LEGACY COMPANIES
BOA PENSION-BACAP LARGE CAP INDEX, BANK OF AMERICA, TRUSTEE
BOA PENSION-CMG LARGE CAP INDEX
BOARD OF ADMINISTRATION OF THE WATER AND POWER EMPLOYEES' RETIREMENT PLAN A/K/A WATER AND POWER EMPLOYEES' RET DISAB & DEATH BENEFIT INS PLAN, T. ROWE PRICE ASSOCIATES, INC., CUSTODIAN
BOARD OF EDUCATION NEW YORK CITY RETIREMENT SYSTEMS, CHANCELLOR
BOART LONGYEAR COMPANY EMPLOYEES' PENSION PLAN AND TRUST, US BANK, TRUSTEE
BOB FUSHIMI AND CLOVIA L. FUSHIMI
BODMAS CAPITAL PARTNERS LP
BOEING CO.
BOEING COMPANY EMPLOYEE RETIREMENT - CHANNING CAPITAL MGT LLC A/C
BOKF, NATIONAL ASSOCIATION F/K/A BANK OF OKLAHOMA NA
BONNIE GONZALEZ, AS BENEFICIARY OF THE ESTATE OF ALFRED C. GLASSELL JR.
BORROWED-NY, STOCK
BOSTON PARTNERS ASSET MANAGEMENT
BOSTON TRUST & INVESTMENT MANAGEMENT COMPANY
BP PENSION SERVICES. LTD
BRADLEY A LONG TRADITIONAL IRA
BRADLEY FAMILY TRUST, STATE STREET BANK AND TRUST COMPANY, TRUSTEE
BRAGA REVOCABLE TRUST UA 31-JUL-95, FRANK M. BRAGA JR, MARILYN M. L. BRAGA, TRUSTEES
BRANDES INVESTMENT FUNDS PLC BRANDES US EQUITIES FUND
BRANDES INVESTMENT PARTNERS & CO
BRANDES INVESTMENT PARTNERS, L.P.
BRANDES U.S. EQUITY FUND
BRANDON DEAN DALY GIFT TRUST, AUDREY G YOUNG, TRUSTEE
BRAXTON N ROBINSON
BRENT EASTBURG HY/SCT
BRENT V WOODS IRA ROLLOVER, CHARLES SCHWAB & CO INC, CUSTODIAN
BRESLER FAMILY INVESTORS LLC
BRIAN F. LITMAN
BRIAN GORMLEY
BRIAN HULL
BRIAN J MCMANUS, SR IRA, FCC, CUSTODIAN
BRIAN JOSEPH MEEK C/F ADAM JOHN MEEK UGMA/IL
BRIAN MCGOVERN
BRIAN SHERIDAN HALL
BRIAN W SMITH
BRICKLAYERS & ALLIED CRAFTWORKERS LOCAL 5 PENSION FUND
BRICKLAYERS & TROWEL TRADES INTL PENSION FUND MCV
BRIDGER COAL COMPANY RECLAMATION TRUST LCV, CURRENT TRUSTEE
BRIDGESTONE FIRESTONE
BRISTOL COUNTY RETIREMENT SYSTEM LCV

BRISTOL-MYERS SQUIBB COMPANY MASTER RETIREMENT TRUST, BOB RAMNARINE, TRUSTEE
BROADRIDGE BUSINESS PROCESS OUTSOURCING, LLC F/K/A RIDGE CLEARING & OUTSOURCING SOLUTIONS
BROOKLINE AVENUE PARTNERS, LP
BROPHY PROPERTIES INC
BROWN & JAMES PC PFT SHR PLAN DTD 91/03
BROWN BROTHERS HARRIMAN & CO
BROWN INVESTMENT ADVISORY & TRUST CO.
BRUCE G MURPHY AND LOU ANN MURPHY JT WROS
BRUCE KIRKPATRICK
BRUCE REZNICK
BRUCE STROHM REV TRUST U/A 05/12/93 FBO BRUCE STROHM, BRUCE CARLTON STROHM, TRUSTEE
BRUCE W. AHLMANN AND BETTY J. AHLMANN
BRUMBACK FAMILY LLC CHARLES T. BRUMBACK
BRUMBAUGH A B IRRV TRUST, PIERCE ATWOOD, TRUSTEE
BRUNO HOFMANN GABELLI US PORTFOLIO
BRYCE PATRICK ANDREWS
BSCS CAPITAL GROWTH LIMITED PARTNERSHIP
BUFFALO FINE ARTS ACADEMY FUND D
BUILDING TRADES UNITED PENSION TRUST FUND, CURRENT TRUSTEE
BURROUGHS WELLCOME FUND
BURT JM TEST, CURRENT TRUSTEE
BURTON J RAIN IRA ROLLOVER, CHARLES SCHWAB & CO INC, CUSTODIAN
BYRD TRADING LLC
BYRON PALMER TRUST U/A DTD 02/15/2002, BYRON H PALMER, TRUSTEE
C & F LANE FAMILY LP
C HUGH STEPHENS TRUST U/A DTD 11/08/2002, C HUGH STEPHENS, TRUSTEE
C M LLOYD MAR GST TAX EXEMPT TRUST U/D, CURRENT TRUSTEE
C PHILLIPS TR-IMA, CURRENT TRUSTEE
C. HEALY & C. HEALY LIV. TRUST U/A DTD 08/03/1987, C HEALY, TRUSTEE
CACEIS BANK
CACEIS BANK LUXEMBOURG (CLIENT ACCOUNT)
CAISSE DE DEPOT ET PLACEMENT DU QUEBEC
CALDWELL FOUNDATION
CALIFORNIA IRONWORKERS FIELD PENSION TRUST, BOARD OF TRUSTEES
CALIFORNIA MASTER TRUST, CURRENT TRUSTEE
CALIFORNIA PHYSICIANS' SERVICE D/B/A BLUE SHIELD OF CALIFORNIA
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALIFORNIA PUBLIC EMPLOYEES' FUND)
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS) SW5J A/C DOMESTIC ENHANCED INDEX ST
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (DEFERRED COMPENSATION FUND/TRUST)
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (DYNAMIC COMPLETION FUND)

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (JUDGES' RETIREMENT SYSTEM II TRUST, CALIFORNIA EMPLOYEES' RETIREE BENEFIT TRUST, LEGISLATORS RETIREMENT SYSTEM TRUST, LONG-TERM CARE FUND TRUST)
CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (POOLED S+P 500 INDEX FUND)
CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM
CALVERT LESTER
CALVERT VARIABLE PRODUCTS, INC. F/K/A SUMMIT MUTUAL FUNDS, INC.
CAMBRIDGE APPLETON TRUST N.A.
CAMDEN
CAMDEN ASSET MANAGEMENT LP AND BARNET PARTNERS LTD
CAMILLA CHANDLER FAMILY FOUNDATION
CANADA PENSION PLAN INVESTMENT BOARD
CANADIAN IMPERIAL HOLDINGS INC.
CANE GLOBAL MASTER FUND LP
CANTIGNY FOUNDATION
CANTOR FITZGERALD & CO.
CANYON BALANCED MASTER FUND, LTD F/K/A CANYON BALANCED EQUITY MASTER FUND, LTD.
CANYON VALUE REALIZATION FUND LP HIGH YIELD PORTFOLIO
CANYON VALUE REALIZATION FUND, L.P.
CANYON VALUE REALIZATION MAC 18 LTD FORTIS PRIME FUND SOL.
CAPITAL ONE BANK (USA), NATIONAL ASSOCIATION - MARSHALL & ILSLEY TRUST CO.
CAPITALIA AZIONARIO USA PV, CREDIT AGRICOLE, SA (AMUNDI GROUP F/K/A SYSTEIA CAPITAL MANAGEMENT)
CAPURRO INVESTMENTS A LIMITED PARTNERSHIP
CAPURRO PROP SERIES LLC - SERIES G
CARA LEIGH GILLESPIE-WILSON
CARDINAL CAPITAL MANAGEMENT
CARE USA NORTHERN TRUST, ELENITA FERNANDEZ, TRUSTEE
CARL B. FIELD III AND MARY JEAN CHASE FIELD
CARL E HIRSCH
CARL F. THORNE AND ROSELLA M. THORNE
CARL H SPAHR
CARL S IACOPELLI AND SUSAN IACOPELLI
CARL V CLARK IRA FIDELITY MANAGEMENT TRUST CO CUST
CARL WEINER TESTAMENTARY TRUST U/A/D 3/7/86, HELEN BERMAN, FRANCES GOLDSTEIN, TRUSTEES
CARL ZLATCHIN PROFIT SHARING PLAN, DELAWARE CHARTER GUARANTEE & TRUST, CUSTODIAN
CARLA M LAZZARESCHI FRP PS, FIDELITY MANAGEMENT TRUST CO, TRUSTEE
CARLOS MADRIGAL JR AND ELSA MADRIGAL
CARLY E ROSENBERG, DAVID S ROSENBERG, CUSTODIAN UNDER THE IL UNIF TRSF TO MINORS ACT
CARLYLE BLUE WAVE - CITIGROUP - PRIME BROKER F/A/O A/C #XXX-XXX90-1-4
CARLYLE MULTI-STRATEGY MASTER FUND LTD WILMINGTON TRUST CORPORATION COMPANY

CARLYLE PAFF HEDRICK TRUST U/A/D 02/06/06, CARLYLE PAFF HEDRICK, TRUSTEE
CARMINE MACCHIAROLI LIVING TRUST U/A 07/01/88, MARIE MACCHIAROLI, CARMINE MACCHIAROLI, TRUSTEES
CAROL E JANSSON TRUST U/A DTD 06/17/1998, CAROL E JANSSON, TRUSTEE
CAROL E MILAN
CAROL E NEWMAN REVOCABLE TRUST UA 02-10-2006, CAROL E. NEWMAN, TRUSTEE
CAROL F DAVIES
CAROL FORACE
CAROL LAU PHD PSP PART QRP, CAROL LAU, TRUSTEE
CAROL M ENGLISH REV TRUST UD AGY, CAROL ENGLISH, TRUSTEE
CAROL S ROWE ROLLOVER ACCOUNT, VANGUARD FIDUCIARY TRUST CO, CUSTODIAN
CAROL SKRENTNY ROLLOVER IRA, TD AMERITRADE INC, CUSTODIAN
CAROL VIRGINIA JAMES
CAROLE LEVY REVOCABLE TRUST U/A/D 05-05-1986, CAROLE LEVY, TRUSTEE
CAROLINAS HEALTHCARE SYSTEM
CAROLINE D BRADLEY TRUST DATED 11/30/51 FBO SARAH DOLL BARDER, THE NORTHERN TRUST COMPANY, TRUSTEE
CAROLYN S FISHER FAMILY TRUST 11/16/90 U-A, CAROLYN S. FISHER, TRUSTEE
CAROMONT HEALTH INC. LSV MANAGED ACCOUNT-DBAB
CAROMONT/GASTON HEALTHCARE CORPORATE LCV
CAROMONT/GASTON HEALTHCARE PENSION LCV
CARPENTERS ANNUITY TRUST FUND FOR NORTHERN CALIFORNIA, CURRENT TRUSTEE
CARPENTERS PENSION TRUST FOR NORTHERN CALIFORNIA, BOARD OF TRUSTEES
CARR TOTAL RETURN FUND LIMITED PARTNERSHIP, ALPHA WINDWARD LLC
CARRINGTON M. LLOYD, JR. PLD
CARROLL PITTMAN, LOU E PITTMAN TRUST UA 04/30/02 PITTMAN TRUST, CURRENT TRUSTEE
CARYL PUCCI RETALIATA DESIGNATED BENE PLAN
CASEY AND ASSOCIATES, LLP
CASSANDRA TRADING GROUP LLC
CATERPILLAR INC GRP INS A/C XX-X6669 (ALLIANZ GLOBAL INVESTORS CAPITAL LLC F/K/A OPPENHEIMER CAPITAL)
CATERPILLAR INC.
CATERPILLAR INC. GROUP INSURANCE PLAN MASTER TRUST, LOCI COLAW, TRUSTEE
CATERPILLAR INC. MASTER RETIREMENT TRUST, CURRENT TRUSTEE
CATERPILLAR INC. VEBA LCV
CATERPILLAR INVESTMENT TRUST A/K/A CATERPILLAR, INC. 401(K) PLAN
CATERPILLAR PORTABLE ALPHA
CATHERINE A. CAMPBELL TRUST UAD 9/21/1995, ROBERT D. CAMPBELL, TRUSTEE
CATHERINE VERDUSCO & FRANCESCA J VERDUSCO TRUST UA 12/13/89, CATHERINE J VERDUSCO, TRUSTEE
CATHLEEN L ROONEY
CATHOLIC MEDICAL CENTER

CATHOLIC MEDICAL CENTER BOARD DESIGNATED FUNDS MCV
CATHOLIC MEDICAL CENTER ERISA MCV
CATHOLIC UNITED INVESTMENT TRUST, CURRENT TRUSTEE
CAXTON INTERNATIONAL LIMITED CAXTON ASSOCIATES, LP F/K/A CAXTON ASSOCIATES, LLC
CAYUGA MEDICAL CENTER AT ITHACA
CBS MASTER TRUST, CURRENT TRUSTEE
CD INVESTMENT PARTNERS LTD
CDC FINANCIAL PRODUCTS INC.
CDP - NORTHERN TRUST CO
CDS CLEARING AND DEPOSITORY SERVICES, INC.
CECIL C. SMITH IRA, PERSHING LLC, CUSTODIAN
CECIL C. SMITH IRA, PTC, CUSTODIAN
CECILE M CROWE 1989 TRUST C U/A DTD 12/27/1989 FBO D CROWE, G CROWE, S CROWE, TRUSTEES
CEDAR GROVE CEMETERY ASSOCIATION PERPETUAL CARE RESERVE FUND
CEDE & CO. A/K/A THE DEPOSITORY TRUST COMPANY A/K/A THE DEPOSITORY TRUST & CLEARING CORPORATION
CEMEX INC. MASTER TRUST, CURRENT TRUSTEE
CENTRAL PENSION FUND
CENTRAL STATES SOUTHEAST AND SOUTHWEST AREAS PENSION FUND
CENTRASTATE MEDICAL CENTER
CENTURION LONG-TERM STRATEGIES OVERSEAS, LTD.
CERVURITE
CERVURITE FAMILY LLC
CEY LIVING TRUST 5/14/87, RONALD C CEY & FRANCES L CEY TRUSTEES
CHALFANT H FOR NANCY-MARITAL TRUST NO 1, CURRENT TRUSTEE
CHANDLER BIGELOW AND ELIZABETH BIGELOW
CHANDLER TRUST NO. 1, SUSAN BABCOCK, JEFFREY CHANDLER, CAMILLA CHANDLER FROST, ROGER GOODAN, WILLIAM STINEHART, JR., JUDY C. WEBB, WARREN B. WILLIAMSON, TRUSTEES
CHANDLER TRUST NO. 2 AND CHANDLER SUB-TRUSTS, SUSAN BABCOCK, JEFFREY CHANDLER, CAMILLA CHANDLER FROST, ROGER GOODAN, WILLIAM STINEHART, JR., JUDY C. WEBB, WARREN B. WILLIAMSON, TRUSTEES
CHANNING CAPITAL MGT LLC A/C XXXX5479
CHARI FAMILY TRUST UAD 1/18/01, ANATOL CHARI, TRUSTEE
CHARITABLE GIFT FUND MONEY MARKET POOL #4
CHARLENE FROST TRUST, GERTRUDE K CHISHOLM, TRUSTEE
CHARLES & ELIZABETH CLARKE TRUST U/A DTD 01/03/1994, CHARLES C CLARKE, ELIZABETH M CLARKE, TRUSTEES
CHARLES & NELL NOBIS TRUST U/A DTD 04/05/1995, CHARLES NOBIS, NELL NOBIS, TRUSTEES
CHARLES A. GARCIA TRUST UNDER AGREEMENT DATED SEPTEMBER 29, 1992, MICHAEL F. GARCIA, TRUSTEE
CHARLES C WELLS

CHARLES E EDWARDS FAMILY TRUST, U/A DTD 04/11/1990 (SUB ACCT MLI), CHARLES E EDWARDS, TRUSTEE

CHARLES E. COLE

CHARLES E. HUGEL

CHARLES E. WINDSOR

CHARLES FRIEDMAN

CHARLES GOTTFRIED TRUST U/A DTD 03/03/1969, DOLLSEY G RAPPAPORT, TRUSTEE

CHARLES J BOYLE JR AND DALE NANCY BOYLE

CHARLES J SALEMI LIV TRUST U/A DTD 08/02/2002, CHARLES J. SALEMI, TRUSTEE

CHARLES L. EDWARDS IRA R/O, GUARANTEE & TRUST CO., TRUSTEE

CHARLES M. DAVIS MARITAL TRUST 2 UNDER AGREEMENT DATED 11-27-1984 AS AMENDED, MARGARET E. DAVIS, TRUSTEE

CHARLES R . BAUGH, JR. AND BARBARA BAUGH

CHARLES R BAUGH

CHARLES R DILL AND MARILYN C DILL JT WROS

CHARLES ROTHERS TRUST UA 5/11/89, JANICE E ROTHERS, BARBARA A RADER, CHARLES T ROTHERS, TRUSTEES

CHARLES S. PAIGE AND DIANNA L. PAIGE

CHARLES S. SMITH

CHARLES SCHWAB & CO, INC.

CHARLES SCHWAB INVESTMENT MANAGEMENT, INC.

CHARLES STODDARD IRR TRUST UA, CHARLES C STODDARD, TRUSTEE

CHARLES STOTTLEMYER TRUST UA DTD 04/15/82, CHARLES E. STOTTLEMYER, TRUSTEE

CHARLES T BRUMBACK JR AND KIMBERLY C BRUMBACK

CHARLES T MARTIN

CHARLES T. AND MARY HOWE BRUMBACK DESCENDANTS TRUST, THE NORTHERN TRUST COMPANY, TRUSTEE

CHARLES T. RUPPMAN 1994 TRUST DATED 3-18-94, CHARLES T. RUPPMAN, TRUSTEE

CHARLES VANOLE AND BETTY VANOLE

CHARLES W HAMMOND TRUST, JAMES P HAMMOND, TRUSTEE

CHARLES WEINBERG

CHARLEY CHUNYU LU & BIYING ZHANG

CHARLOTTE BRODER REVOCABLE LIVING TRUST, CURRENT TRUSTEE

CHARLOTTE CASTLE NEAL TRUST U/A DTD 10/31/2000, CHARLOTTE CASTLE NEAL, TRUSTEE

CHARLOTTE M. HUGGINS REV TRUST, CHARLOTTE M. HUGGINS AND JACK D. HUGGINS, TRUSTEES

CHARLOTTE PIPE & FOUNDRY PENSION LARGE CAP EQUITIES

CHART & CO

CHARTER PARTNERS LP

CHARTER TRUST COMPANY

CHASE FAMILY TRUST #2 U/A DTD 02/21/1997, MARJORIE ANN CHASE, W H CHASE, TRUSTEES

CHAU LAM

CHEATHAM MARITAL TRUST DTD 1-23-88, ALYCE R CHEATHAM, TRUSTEE

CHEETAH + CO (T. ROWE PRICE ASSOCIATES INC.)

CHEMTURA CORPORATION MASTER RETIREMENT TRUST, ANN BUDZYNSKI, TRUSTEE

CHERCHEZ LA LOI LLC

CHERRY JACKSON SVEEN

CHERRY SUE JACKSON

CHERYL ANN GOKE TRUST UA 12-16-1996, CHERYL ANN GOKE, TRUSTEE

CHERYL R FOX

CHESTER S CAIN IRA, AMERIPRISE TRUST COMPANY F/K/A H&R BLOCK FINANCIAL ADVISORS, CUSTODIAN

CHEUK W YUNG

CHICAGO COMMUNITY FOUNDATION THE CELLMER/NEAL FAMILY FOUNDATION

CHICAGO MERCANTILE EXCHANGE

CHICAGO TRIBUNE FOUNDATION

CHINESE NATIONAL COUNCIL FOR SOCIAL SECURITY FUND

CHRIS CARPENTER

CHRIS LINDBLAD REVOCABLE TRUST U/A/D 04-20-2000, CHRIS LINDBLAD, TRUSTEE

CHRIS P STEPUSZEK

CHRISTI DASHER IRA, FCC, CUSTODIAN

CHRISTIAN COMMUNITY FND DBA FUND # 9659

CHRISTIAN SCHOOL PENSION AND TRUST FUND

CHRISTIAN SCHOOLS INTERNATIONAL

CHRISTIANA CARE HEALTH SERVICES RETIREMENT PLAN, WILMINGTON TRUST COMPANY, M&T BANK, TRUSTEES

CHRISTIANA CARE HEALTH SERVICES, INC., WILMINGTON TRUST COMPANY, M&T BANK AS AGENTS (CHRISTIANA CARE HEALTH SERVICES INVESTMENT FUND)

CHRISTIANA L O'CONNOR TRUST, BANK OF AMERICA, N.A., TRUSTEE

CHRISTIE ROBERTS

CHRISTINA MONSON

CHRISTINE E. SMITH CGM IRA ROLLOVER, STATE STREET BANK AND TRUST COMPANY, CUSTODIAN

CHRISTINE FITZSIMONS 2004 TRUST U/A DTD 08/26/2004, MATTHEW B FITZSIMONS, TRUSTEE

CHRISTOPHER E. GATES

CHRISTOPHER F. BADER AND MICHELE M. BADER

CHRISTOPHER J APPLEBY TRUST U/A DTD 12/13/1989, JEFFREY J APPLEBY, TRUSTEE

CHRISTOPHER K CARPENTER

CHRISTOPHER POPE

CHRISTOPHER REILLY

CHRISTUS HEALTH

CHRISTUS HEALTH CASH BALANCE PLAN - CHRISTUS HEALTH OPERATING FUND LCV

CHRYSLER GROUP LLC F/K/A DAIMLERCHRYSLER CORPORATION

CHURCH PENSION FUND

CIBC GLOBAL EQUITY FUND

CIBC POOLED U.S EQUITY S&P 500 INDEX FUND

CIBC TRUST CORPORATION IMPERIAL U.S. EQUITY POOL

CIBC U.S. BROAD MARKET INDEX FUND

CIBC WORLD MARKETS CORP.

CIBC WORLD MARKETS, INC./CDS

CIC

CICONIA CO LLC, A PARTNERSHIP

CIGNA CORPORATION

CIM XVI LLC

CINDY L SCHREUDER IRA ROLLOVER, CHARLES SCHWAB & CO INC, CUSTODIAN

CIRI GILLESPIE

CITADEL DERIVATIVES GROUP LLC

CITADEL EQUITY FUND LTD

CITADEL LIMITED PARTNERSHIP

CITI CANYON LTD CIBC BANK & TRUST COMPANY (CAYMAN) LTD, CANYON CAPITAL ADVISORS LLC

CITI GOLDENTREE LTD

CITIBANK NA EQUITY DERIVATIVES

CITIBANK, NATIONAL ASSOCIATION, IN ITS INDIVIDUAL AND CUSTODIAL CAPACITIES

CITICORP SECURITIES SERVICES INC.

CITIGROUP (SBI SWAPS)

CITIGROUP DERIVATIVES MARKETS INC.

CITIGROUP DERIVATIVES MARKETS INC. (QCM JOINT ACCOUNT)

CITIGROUP GLOBAL MARKETS INC.

CITIGROUP GLOBAL MARKETS LTD

CITIGROUP PENSION PLAN TRUST, THE BANK OF NEW YORK MELLON, TRUSTEE

CITITRUST (SWITZERLAND) LTD.

CITY NATIONAL BANK

CITY OF ATLANTA POLICE OFFICERS' PENSION FUND

CITY OF ATLANTA, GENERAL EMPLOYEES PENSION FUND

CITY OF BOYNTON BEACH

CITY OF CINCINNATI

CITY OF DAYTONA BEACH POLICE AND FIRE PENSION

CITY OF GAINESVILLE POLICE OFFICERS' AND FIREFIGHTERS RETIREMENT PLAN

CITY OF JACKSONVILLE POLICE & FIRE PENSION BOARD OF TRUSTEES TRUST

CITY OF LOS ANGELES EMPLOYEES' RETIREMENT SYSTEM

CITY OF MEMPHIS

CITY OF PHILADELPHIA PUBLIC EM

CITY OF RICHMOND

CITY OF RICHMOND - RSRs

CITY OF ST. LOUIS ERS LCV

CITY OF STAMFORD CLASSIFIED EMP. RET. FUND

CIVILIAN EMPLOYEES' RETIREMENT SYSTEM OF THE POLICE DEPARTMENT OF KANSAS CITY, MISSOURI

CLARA BUSCH ORTHWEIN IRREVOCABLE TRUST, BANK OF AMERICA, N.A., TRUSTEE

CLARE ATTWELL GLASSELL, INDIVIDUALLY AND AS THE BENEFICIARY OF THE CLARE ATTWELL GLASSELL CONTINUING MARITAL TRUST, ALFRED C. GLASSELL III, ACTING TRUSTEE

CLARENCE G PETERSEN

CLARESA F. M. ARMSTRONG

CLARETIAN MISSIONARIES WESTERN PROVINCE INC

CLAUDIA BARCLAY

CLAUDIA BROWN

CLAUDIA F GASPARINI

CLAUDIA F GASPARINI IRA

CLAYTON COUNTY EMPLOYEES RETIREMENT SYSTEM

CLAYTON COUNTY GEORGIA

CLEAR COVE CAPITAL LP

CLEARVIEW CORRESPONDENT SERVICES

CLEARWATER INVESTMENT TRUST (CLEARWATER GROWTH FUND), CURRENT TRUSTEE
CLERICAL MEDICAL INVESTMENT GROUP LIMITED
CLERICAL MEDICAL MANAGED FUNDS LIMITED
CLINTON CHAN, GABELLI ASSET MANAGEMENT CO.
CLOSE, PROGRAM GUARANTEED
CLW TRUST FBO ARTHUR MCKENNY, BANK OF AMERICA, N.A., TRUSTEE
CLWYD PENSION FUND
CMA CAPITAL PARTNERS FUND GU IG MARKETS, CMA CAPITAL PARTNERS LTD.
CMCJL LLC
CNH MASTER ACCOUNT L.P. CNH PARTNERS, LLC
CO TUW ISABELLE COCHRAN FBO INA, BANK OF AMERICA, N.A., TRUSTEE
CO VALUE EQUITY ARIEL/PACE/PACE SMALL MEDIUM
COASTVIEW EQUITY PARTNERS LP
COBALT TRADING LLC
COBLENTZ PATCH DUFFY BASS PSP FBO WILLIAM K COBLENTZ, FIDELITY MANAGEMENT TRUST CO, TRUSTEE
CO-EXEC EST OF RONALD WILLIAMS, CURRENT TRUSTEE
COFFEY BERTHA FBO B COFFEY HOYT-TR
COGENT INVESTMENT STRATEGIES MASTER FUND, SPC-CLASS D
COHEN FAM REV LIV TRUST, MILTON L COHEN, TRUSTEE
COLBY BARTON COOK UCAUTMA, KEITH K COOK, CUSTODIAN
COLIN T KERR TRUST U/A DTD 09/02/1977, JULIE M. KERR, TRUSTEE
COLIN THOMAS KERR
COLLECTIVE INVESTMENT TRUST FOR EMPLOYEE BENEFIT PLANS, CURRENT TRUSTEE
COLLECTIVE TRUST OF THE BANK OF NEW YORK, THE BANK OF NEW YORK MELLON, TRUSTEE
COLLEGE OF THE OZARKS
COLLEGE RETIREMENT EQUITIES FUND - EQUITY INDEX ACCOUNT
COLLEGE RETIREMENT EQUITIES FUND - GLOBAL EQUITIES ACCOUNT
COLLEGE RETIREMENT EQUITIES FUND - SOCIAL CHOICE ACCOUNT
COLLEGE RETIREMENT EQUITIES FUND - STOCK ACCOUNT
COLLEGES OF APPLIED ARTS AND TECHNOLOGY PENSION PLAN
COLLER HOLDINGS, LLC
COLORADO BUSINESS BANK
COLORADO PUBLIC EMPLOYEES' RETIREMENT ASSOCIATION
COLUMBIA LARGE CORE QUANTITATIVE FUND F/K/A COLUMBIA LC INDX
COLUMBIA LARGE CORE QUANTITATIVE FUND F/K/A RVS VP LARGE CAP EQUITY FUND – MAIN
COLUMBIA ORTHOPAEDIC GROUP PSP FBO R D CARTER
COLUMBIA UNIVERSITY
COMERICA 500 INDEX FUND - EB
COMERICA 500 LARGE CAP INDEX - 584 (184)

COMERICA BANK & TRUST, N.A., IN ITS CORPORATE CAPACITY AND AS SPONSOR OF ITS COLLECTIVE INVESTMENT FUNDS
COMERICA LARGE CAP INDEX - 584 (184)
COMERICA LARGE CAP INDEX - EB
COMERICA LARGE CAP VALUE INDEX - EB
COMERICA TOTAL US EQUITY INDEX FD. 584
COMMERCE BANK, N.A.
COMMERZ MARKETS LLC A/K/A
COMMERZBANK CAPITAL MARKETS
COMMERZBANK AG F/K/A DRESDNER BANK AG
COMMONWEALTH OF PA TOBACCO SETTLEMENT INVESTMENT BOARD
COMMONWEALTH OF PA TREASURY DEPARTMENT FUNDS
COMMONWEALTH OF PENNSYLVANIA PUBLIC SCHOOL EMPLOYEES' RETIREMENT SYSTEM
COMMONWEALTH OF PENNSYLVANIA TUITION ACCOUNT PROGRAM FUND
COMMUNITY FOUNDATION OF SARASOTA COUNTY CORPORATE ENDOWMENT FDN
COMMUNITY FOUNDATION OF SARASOTA COUNTY, INC
COMMUNITY FOUNDATION OF SARASOTA COUNTY TRUST ENDOWMENT FUND, THE
NORTHERN TRUST COMPANY, TRUSTEE
COMMUNITY FOUNDATION OF WESTERN NORTH CAROLINA
COMMUNITY INSURANCE COMPANY
COMMUNITY OF CHRIST CHURCH LCV
COMMUNITY OF CHRIST PENSION LCV
COMP PLING CORP PSP & TR, ALAN J HUNKEN, TRUSTEE
COMPUTERSHARE TRUST CO., N.A.
CONAIR CORPORATION
CONNECTICUT GENERAL LIFE INSURANCE COMPANY
CONNECTICUT HEALTH FOUNDATION, INC.
CONNELL FAMILY PARTNERSHIP TRUST, CURRENT TRUSTEE
CONRAD C FINK AND SUE C FINK
CONS DISC SELECT SECTOR SPDR
CONSEILLER MANAGED FUND LTD.
CONSEJO EPISCOPAL LATINO
CONSERVATIVE BALANCED PORTFOLIO, A SERIES OF PRUDENTIAL SERIES FUND, INC.
CONSOLIDATED EDISON COMPANY OF NEW YORK
CONSTANCE TOLBERT YESO
CONSTANCE W SCHNUCK REV TRUST U/A DTD 12-15-93, CONSTANCE W SCHNUCK, TRUSTEE
CONSUMERS ENERGY COMPANY
CONSUMERS FINANCIAL SERVICES OF UNION COUNTY
CONVERTIBLES STRATEGIC HOLD EQ
CONVERTIBLES MIDDLE OFFICE
CONWAY 1992 TRUST U/A DATED 01/16/1992, CHRISTOPHER J. CONWAY, ANN W. CONWAY, TRUSTEES
COOK COUNTY OFFICERS AND EMPLOYEES
COOK COUNTY PENSION FUND
COOK COUNTY RET BOARD
COOPERATIEVE CENTRALE RAIFFEISEN-BOERENLEENBANK B.A. A/K/A RABOBANK
COPPER NUGGET, INC.
COPPOLA FAMILY TRUST U/A DTD 11/27/2001, LOUIS COPPOLA, BETTY COPPOLA, TRUSTEES

CORINNE CHANDLER WERDEL TST NO. 1 GST NON-EXEMPT QUA, TOM WERDEL, TRUSTEE
CORNELIA V. TOBEY
CORPORATION SERVICE COMPANY
CORRIE NORRIS WHITE
CORTESE/MOGAVERO JOINT VENTURE
COSMOPOLITAN INVESTMENT FUND
COUGAR TRADING LLC
COUNTRY CLUB BANK
COUNTY EMPLOYEES' AND OFFICERS' ANNUITY AND BENEFIT FUND OF COOK COUNTY
COUNTY OF LOS ANGELES A/K/A COUNTY OF LOS ANGELES SAVINGS
COUTTS US EQUITY INDEX PROGRAMME
COWEN CAPITAL LLC F/K/A LABRANCHE STRUCTURED PRODUCTS LLC
COX FAMILY EDUCATIONAL TRUST U/A DTD 08/02/2004, ROSEMARY T COX, TRUSTEE
CRAIG A FOR ALBERT JR ET AL
CRAIG BRIMICOMBE
CRAIG G FOR K KNIGHT
CRAIG P WILLIAMSON REV TRUST U/A DTD 05/16/2006, CRAIG P WILLIAMSON, TRUSTEE
CRAIG P. EMMONS TRUST U/A FBO CRAIG P EMMONS, BANK OF AMERICA, N.A., TRUSTEE
CRAIG W DOUGHERTY
CRANE CO MASTER TRUST, CURRENT TRUSTEE
CRANE H KENNEY 401(K) SAVINGS PLAN
CRANE H. KENNEY
CRANE H. KENNEY AND KELLY KENNEY
CRAWFORD COMPANY LLC
CREDIT AGRICOLE CORP. & INVESTMENT BANK - CREDIT AGRICOLE SECURITIES (USA) INC.
CREDIT SUISSE (LUXEMBOURG) SA
CREDIT SUISSE CAPITAL LLC
CREDIT SUISSE FIRST BOSTON
CREDIT SUISSE FIRST BOSTON (CSFB PROP TRADING US A/C)
CREDIT SUISSE FIRST BOSTON EUROPE LTD
CREDIT SUISSE INTERNATIONAL (DEALER)
CREDIT SUISSE SECURITIES (EUROPE) LTD
CREDIT SUISSE SECURITIES (USA) LLC
CREDIT SUISSE SECURITIES (USA) LLC F/K/A
CREDIT SUISSE FIRST BOSTON LLC
CROW REALTY INVESTORS, LP
CROWELL WEEDON & CO.
CS ZURICH
CSSA IIB AUTOBANK RETIREMENT PLAN
CSS, LLC
CSX CORPORATION MASTER TRUST PENSION, RICK PATSY, TRUSTEE
CTC FUND MANAGEMENT, L.L.C.
CTC HOLDINGS, L.P. D/B/A CHICAGO TRADING COMPANY
CTC MASTER FUND LTD
CTHF CONNECTICUT HEALTH FOUNDATION
CTS CORPORATION MASTER RETIREMENT TRUST, DONNA BELUSAR, TRUSTEE
CUSTOMER FRIENDLY CREATIONS
CUTLER GROUP, LP
CYMI EQUITY LP.
CYNTHIA BAKER
CYNTHIA BLOOMGARDEN U/A DTD 12/27/2002, CYNTHIA BLOOMGARDEN, TRUSTEE

D & J TENENBAUM REVOCABLE TRUST U/A 8/14/06, DAVID M TENENBAUM, JANN G TENENBAUM, TRUSTEES
D. JEFFREY SWINSON
D.A. DAVIDSON & CO.
D.C. RETIREMENT BOARD D.C. RETIREMENT FUNDS
D.C. RETIREMENT FD/ALLIANCE
D.E. SHAW & CO. LP
D.E. SHAW OCULUS PORTFOLIOS LLC
D.E. SHAW VALENCE PORTFOLIOS LLC
D.E. SHAW VALENCE PORTFOLIOS LLC - BROAD CORE
DAILY NEWS TRIBUNE INC
DAIMLERCHRYSLER CORP.
DAIMLERCHRYSLER CORP. VEBA LCV
DALLAS POLICE AND FIRE PENSION SYSTEM, CURRENT TRUSTEES
DALTON TRUST AGREEMENT, U/A DTD 10/03/2007, DEREK M. DALTON, KAREN E. DALTON, TRUSTEES
DAN MURPHY FOUNDATION
DANA CORPORATION PENSION PLANS TRUST, COREY LUCAS, TRUSTEE
DANIEL A MCCAUGHNA IRA, FCC, CUSTODIAN
DANIEL A SMITH
DANIEL B. OLDHAM
DANIEL COHEN AND BARRIE COHEN F/K/A BARRIE A. KASS
DANIEL E. GELLER TRUST U/A/D 07/19/2006, DANIEL E GELLER, TRUSTEE
DANIEL G PREZEMBEL
DANIEL G VOLKMANN III REV TRUST 3/7/03, DANIEL G VOLKMANN III, TRUSTEE
DANIEL H RENBERG IRA ROLLOVER, CHARLES SCHWAB & CO INC, CUSTODIAN
DANIEL H. BAYLY
DANIEL H. RENBERG
DANIEL J FABIAN
DANIEL J FABIAN CUSTODIAN FPO IRA
DANIEL J HILLARY
DANIEL J SHEA
DANIEL J ZWEIG AND BETH L ZWEIG
DANIEL J. COLLINS
DANIEL J. GREENBLATT IRR LIV TRUST U/A DTD 12/11/2003, LYNNE M GREENBLATT, TRUSTEE
DANIEL JOSEPH AND SUSAN JOSEPH
DANIEL K KUDO ROLLOVER IRA, NATIONAL FINANCIAL SERVICES LLC/FIDELITY MANAGEMENT TRUST CO, CUSTODIAN
DANIEL KAZAN
DANIEL OPAT TRUST U/A DTD 08/31/2006, DANIEL OPAT, TRACY OPAT, TRUSTEES
DANIEL OSORIO
DANIEL R ZUCKERMAN
DANIEL R. REESE
DANIEL S JURSA IRA ROLLOVER, PERSHING LLC, CUSTODIAN
DANIEL S JURSA IRA ROLLOVER, PTC, CUSTODIAN
DANIEL S. GREGORY
DANIEL WHITNEY YOUNG GIFT TRUST, LISA F GRUMHAUS, TRUSTEE
DANSKE BANK
DARBY J DOUGLAS FOR JAMES REM TR, CURRENT TRUSTEE

DARELL F KUENZLER, EDWARD D JONES & CO, CUSTODIAN
DARELL F. KUENZLER IRA, EDWARD D. JONES & CO., CUSTODIAN
DARRIN MARITAL TRUST, KEVIN O'DONNELL, TRUSTEE
DARYL V DICHEK
DAVENPORT & CO. LLC
DAVID & LOIS LIEBERMAN TRUST SL-237, CUSTODIAN, DAVID A. & LOIS A. LIEBERMAN, TRUSTEES
DAVID & TEDDI BAGGINS TRUST 7E-124, CUSTODIAN, TEDDI E. BAGGINS, TRUSTEE
DAVID A DICHEK
DAVID A. NOYES & COMPANY
DAVID B LEICHENGER
DAVID B NELSON INVESTMENT TRUST U/A 4/24/09, DAVID B NELSON, TRUSTEE
DAVID C DE SIEYES
DAVID C. TWICHELL
DAVID D GRUMHAUS 1990 TRUST U/A DTD 03/26/1990, DAVID D GRUMHAUS, TRUSTEE
DAVID D GRUMHAUS III TRUST UAD 12/23/95, LISA G. HAAS, TRUSTEE
DAVID D. BROWN AND CYNTHIA M. BROWN
DAVID D. WILLIAMS AND SANDRA L. WILLIAMS JTWROS
DAVID DEAN HILLER
DAVID E NEISSER IRREVOCABLE TRUST DATED 8-14-83, JUDITH E NEISSER, TRUSTEE
DAVID ETEL AND BETH ETEL
DAVID F ANTHONY SEP IRA, NATIONAL FINANCIAL SERVICES LLC/FIDELITY MANAGEMENT TRUST CO, CUSTODIAN
DAVID FRANK & MARESSA C FRANK TRUST HC 31 TRUST UA 12/13/89, DAVID D. FRANK, TRUSTEE
DAVID FRANK & WAYNE C FRANK TRUST UA 12/13/89 HC 31, DAVID D FRANK, TRUSTEE
DAVID GREENSPAHN
DAVID GREENSPAHN TOD HERBERT GREENSPAHN
DAVID H COFRIN TRUST, US BANK, TRUSTEE
DAVID H JACOBY
DAVID HOCHBERG
DAVID J EDWARDS
DAVID J TROCCOLI AND JANICE E TROCCOLI JT TEN
DAVID JEFF AND CARMELA SHAW
DAVID L. NELSON REVOCABLE TRUST U-A 02/11/91, DAVID L. NELSON, TRUSTEE
DAVID LEIGHTON TAYLOR REV TRUST U/A/D 09-09-2004, DAVID L. TAYLOR, TRUSTEE
DAVID M BRUNS
DAVID M JACOBS REVC LVG TRUST U/A DTD 05/08/90, DAVID M. JACOBS, TRUSTEE
DAVID MAZZULLO
DAVID N KORNFELD PSRP PS, FIDELITY MANAGEMENT TRUST CO, TRUSTEE
DAVID OVERTON
DAVID P. MILLER
DAVID R KATZ IRA, AMERIPRISE TRUST COMPANY, CUSTODIAN
DAVID S MORRISON
DAVID S ROSENBERG AND CYNTHIA ROSENBERG
DAVID SIU

DAVID T.K. LU
DAY FAMILY LLLP
DBI FONDS HPT USV
DBSO SECURITIES LTD.
DBX RISK ARBITRAGE 7 FUND
DE GROOT FAMILY TRUST, BANK OF AMERICA, N.A., TRUSTEE
DE PAUL UNIVERSITY
DE WERD TRUST U/A DTD 05/04/1998, J DE WERD, M DE WERD, TRUSTEES
DEAN L. DAVENPORT
DEAN P GILLESPIE UND CT UNIF TFRS TO MIN ACT, DEAN P GILLESPIE, LEE U GILLESPIE C/F
DEANN K RILEY AND DAVID L RILEY JT TEN
DEBORAH FEDYNAK
DEBORAH L BRICE
DEBORAH P GREEN
DEBRA A. GASTLER
DEBRA A. MARTHEY
DEBRA ANN AURAND IRA ROLLOVER DTD 06/23/1999, CHARLES SCHWAB & CO INC, CUSTODIAN
DEBRA CONTARINO AND THERESA KASLER JT TEN
DEBRA J HOLMES
DECLARATION OF BELL FAMILY TRUST, GLEN W. BELL JR., MARTHA A BELL AND KATHLEEN B FLYNN, TRUSTEES
DEEPAK AGARWAL
DEEPHAVEN EVENT TRADING LTD.
DEEPHAVEN GROWTH OPPORTUNITIES TRADING, LTD.
DEERE & COMPANY LARGE CAP VALUE
DEERE & COMPANY WELFARE BENEFIT TRUST #1, CURRENT TRUSTEE
DEKALB COUNTY
DEL MAR ASSET MANAGEMENT, LP
DEL MAR MASTER FUND
DEL MAR MASTER FUND, LTD.
DEPLANTE FAMILY TRUST U/A DTD 07/27/96, ALBERT M DELAPLANTE, HORTENSE MARY DELAPLANTE, TRUSTEES
DELD FAMILY FOUNDATION TRUST UAD 9/30/02, DOROTHY L. DRUMMEY, PAUL BOURDEAU, TRUSTEES
DENISE MECK
DENISE PALMER REVOCABLE TRUST U/A/D 10-28-1991, DENISE E PALMER, TRUSTEE
DENNIS E THOMAS AND JOAN E THOMAS
DENNIS EUGENE DE HAAS
DENNIS J BRITT
DENNIS J BRITT ROLLOVER IRA, SCOTTRADE INC, CUSTODIAN
DENNIS J FITZSIMONS
DENNIS J FITZSIMONS 401(K) SAVINGS PLAN
DENNIS J FITZSIMONS TRUST U/A DTD 03/29/2001, DENNIS J FITZSIMONS, TRUSTEE
DENNIS J. DREBSKY
DENNIS J. LAYNE ROLLOVER IRA, ROBERT W BAIRD & CO INC, CUSTODIAN
DENNIS S. BUNDER
DENNIS W HETLER, MSSB, CUSTODIAN
DEPAUL UNIVERSITY
DEPFA BANK PLC, HYPO REAL ESTATE BANK INTERNATIONAL

DERRICK E MCGAVIC IRA NATIONAL FINANCIAL SERVICES LLC/FIDELITY MANAGEMENT TRUST CO, CUSTODIAN
DESERET TRUST CO.
DESJARDINS AMERICAN EQUITY VALUE
DET ED QUALIFIED NUCLEAR DECOMMISSIONING TRUST, CURRENT TRUSTEE
DETROIT FREE PRESS NEWSPAPER GUILD LCV
DETROIT MEDICAL CENTER CONSOLIDATED PENSION PLAN AND MASTER RETIREMENT TRUST, CURRENT TRUSTEE
DETROIT MEDICAL CENTER INSURANCE
DETROIT POLICEMAN AND FIREMAN RETIREMENT SYSTEM
DEUTSCHE ASSET MANAGEMENT (SCUDDER)
DEUTSCHE BANK AG AMSTERDAM
DEUTSCHE BANK AG LONDON
DEUTSCHE BANK AG LONDON DB ALTERNATIVE TRADING INC. A/C US OPTIONS
DEUTSCHE BANK AG LONDON RIPLEY INDEX
DEUTSCHE BANK AG LONDON RIPLEY SPX LNG-AUTO
DEUTSCHE BANK AG LONDON RIPLEY SPX SHT-AUTO
DEUTSCHE BANK AG LONDON SEF SWAP HEDGE ACCOUNT
DEUTSCHE BANK AG MAP TRADING ACCOUNT
DEUTSCHE BANK AG MAPS PROVIDENT ADVISORS LLC
DEUTSCHE BANK AG WESTCHESTER CAPITAL MANAGEMENT INC.
DEUTSCHE BANK AG, FILIALE AMSTERDAM
DEUTSCHE BANK AG, LONDON, GED
DEUTSCHE BANK SECURITIES INC.
DEUTSCHE BANK SECURITIES INC. - DB AG EQUITY SWAPS OFFSHORE CONSOLIDATED ACCOUNT I
DEUTSCHE BANK USA (DEUTSCHE BANK AG, FRANKFURT)
DEUTSCHE LUFTHANSA AG
DEUTSCHE SHELL PENSIONEN TREUHAND E.V. (DSPT)
DEVIN J MURPHY
DEVIN J MURPHY IRA FIDELITY MANAGEMENT TRUST CO CUST
DEXIA BANK
DF MEDIA
DFA INVESTMENT DIMENSIONS GROUP INC. -- U.S. CORE EQUITY 1 PORTFOLIO
DFA INVESTMENT DIMENSIONS GROUP INC. -- U.S. CORE EQUITY 2 PORTFOLIO
DFA INVESTMENT DIMENSIONS GROUP INC. -- U.S. VECTOR EQUITY PORTFOLIO
DFA INVESTMENT DIMENSIONS GROUP INC. -- VA U.S. LARGE VALUE PORTFOLIO
DFA U.S. CORE EQUITY FUND OF DIMENSIONAL FUNDS
DFA US VECTOR EQUITY FUND OF DIMENSIONAL FUNDS
DFA ASSET MANAGEMENT, LLC DF ENTERPRISES
DGAM HERITAGE ABSOLUTE RETURN MASTER FUND
DIAMOND CONSOLIDATED L.P.
DIAMONDBACK CAPITAL MANAGEMENT, LLC
DIAMONDBACK MASTER FUND LTD.
DIANA L. BONVEGNA CGM IRA, STATE STREET BANK AND TRUST COMPANY, CUSTODIAN

DIANA NEWELL TOD AND STEVEN R NEWELL
DIANE BUCHANAN WILSEY
DIANE D MURPHY
DIANE FILIPPI
DIANE SCLAFANI
DICHEK FAMILY TRUST U/A 12/11/74, SHIRLEY DICHEK, TRUSTEE
DIGEL FAMILY INVESTMENT CO. LLC
DIGNITY HEALTH F/K/A CATHOLIC HEALTHCARE WEST
DIGNITY HEALTH F/K/A CATHOLIC HEALTHCARE WEST FUNDED DEPRECIATION
DIGNITY HEALTH F/K/A CATHOLIC HEALTHCARE WEST RETIREMENT TRUST, CURRENT TRUSTEE
DIGNITY HEALTH F/K/A CATHOLIC HEALTHCARE WEST SELF INSURANCE
DIGNITY HEALTH F/K/A CATHOLIC HEALTHCARE WEST WORKERS COMPENSATION
DII INDUSTRIES LLC ASBESTOS PI TRUST, MARCELLENE MALOUF, TRUSTEE
DILLON SMITH
DINA ALBRIGHT TR-TIMES MIRROR, TROY GASS, TRUSTEE
DIOCESE OF BUFFALO LAY PENSION LCV
DIOCESE OF TRENTON-PENSION FUND
DIRECT EDGE ECN A-F
DIRECT EDGE ECN LLC
DIRECTORS GUILD OF AMERICA - PRODUCER PENSION PLAN BASIC BENEFIT PLAN A/K/A DIRECTOR'S GUILD OF AMERICA PRODUCER PENSION TRUST, CURRENT TRUSTEE
DIREXION FUNDS TRUST (EVOLUTION ALL CAP EQUITY FUND)
DIREXION FUNDS TRUST (EVOLUTION LARGE CAP FUND)
DIREXION INSURANCE TRUST, CURRENT TRUSTEE
DISTRICT #9 IAMAW PENSION TRUST FD, PAULA WORLITZ, TRUSTEE
DISTRICT 1199J NEW JERSEY HEALTH CARE EMPLOYERS PENSION PLAN A/K/A DISTRICT 1199J NEW JERSEY HEALTH CARE EMPLOYERS PENSION FUND
DIVERSIFIED INV ADV E-HZN
DL PARTNERS LP HARVARD BUSINESS SERVICES, INC.
DLD FAMILY LLLP
DLD PARTNERS
DMC INSURANCE CO. LTD. MASTER CUSTODY AGREEMENT
DOHENY EYE INSTITUTE
DOLLSEY SEYMOUR RAPPORT UAD 5/6/88 FBO DANI Y ROZMAN, MARJORIE ROZMAN, NANETTE ROSENBERG, TRUSTEES
DOLORES C. MIERKIEWICZ
DOLORES H. RUSS TRUST, DOLORES H. RUSS, TRUSTEE
DOMINION NUCLEAR CONNECTICUT, QUAL NDT INVESTMENT POOL
DOMINION RESOURCES, INC. DEFINED BENEFIT MASTER TRUST, CURRENT TRUSTEE
DON & IRENE BARON FAMILY TRUST 7B-251, IRENE BARON, TRUSTEE
DON E CARTER
DON H. FELLABAUM, JR.
DON P HAYN JR

DON WIDRIG TRUST, MICHAEL RICHARD WIDRIG, GREGORY D WIDRIG, TRUSTEES, FIDELITY MANAGEMENT TRUST CO CUSTODIAN - ROTH BDA TRUSTEE
DONALD A AGRELLA AND ELEANOR T AGRELLA TRUST U/A/D 10-15-88, DONALD A AGRELLA, ELEANOR T AGRELLA, TRUSTEES
DONALD B. PRELL CGM IRA, STATE STREET BANK AND TRUST COMPANY, CUSTODIAN
DONALD C GRENEKO 401(K) SAVINGS PLAN
DONALD C. KRASKA
DONALD CARL AND SHARRON LOUISE CRAMER
DONALD CASPER TRUST U/A DTD 01/27/97, DONALD CASPER, TRUSTEE
DONALD E GOSS
DONALD GRENEKO
DONALD GRENEKO AND MARCIA GRENEKO
DONALD H NIEDERER
DONALD H RUMSFELD
DONALD HORWITZ
DONALD J. WIKEN CGM IRA, STATE STREET BANK AND TRUST COMPANY, CUSTODIAN
DONALD L MILLER TRUST U/A DTD 05/20/1982, DONALD L MILLER, TRUSTEE
DONALD L. ROSS TRUST, DONALD LEE ROSS, NANCY ANN ROSS, TRUSTEES
DONALD M HINMAN JR
DONALD N BOYCE
DONALD R HARRIS LIVING TRUST UA DTD 8/25/2000, DONALD R HARRIS, TRUSTEE
DONALD ROONEY AND SARA ROONEY
DONALD SALMANSON TRUST, CURRENT TRUSTEE
DONALD W. READETT
DONN M. DAVIS 9398 IRA
DONN R ROBERTS AND PATRICIA ROBERTS
DONNA BARROWS
DOREEN M KLIME REVOCABLE LIVING TRUST U/A DTD 6/13/2006, L KLIMA, D KLIMA, TRUSTEES
DORIS DUKE CHARITABLE FOUNDATION
DORIS E. LILLY IRA, FCC, CUSTODIAN
DORIS KEATS FRANK REVOCABLE TRUST UA 03/07/00, DORIS KEATS FRANK, TRUSTEE
DOROTHY B CHANDLER MARITAL TRUST NO. 2, SUSAN BABCOCK, JEFFREY CHANDLER, CAMILLA CHANDLER FROST, ROGER GOODAN, WILLIAM STINEHART, JR., JUDY C. WEBB, WARREN B. WILLIAMSON, TRUSTEES
DOROTHY B CHANDLER RESIDUARY TRUST NO. 2, SUSAN BABCOCK, JEFFREY CHANDLER, CAMILLA CHANDLER FROST, ROGER GOODAN, WILLIAM STINEHART, JR., JUDY C. WEBB, WARREN B. WILLIAMSON, TRUSTEES
DOROTHY C. PATTERSON IRREVOCABLE TRUST #2 U/A/D 12-21-93, THE NORTHERN TRUST COMPANY, AS SUCCESSOR TRUSTEE
DOROTHY CAHN TRUST UAD 07/03/1981, KENNETH CAHN, TRUSTEE
DOROTHY D SMITH TRUST U/A DTD 10/15/1980, DOROTHY M WALKER, TRUSTEE
DOROTHY D. PARK
DOROTHY DUNKLIN MARTING
DOROTHY E. HINZE
DOROTHY L. DRUMMEY 2005 GRANTOR RETAINED ANNUITY TRUST U/A DTD 12/09/2005, DOROTHY L. DRUMMEY, TRUSTEE

DOROTHY LEE INGEBRETSEN SEPARATE PROPERTY TRUST, CURRENT TRUSTEE
DOROTHY P O'DONNELL REVOCABLE TRUST U/A DTD 04/25/1983, J OLDENDORF, TRUSTEE
DOROTHY PATTERSON GUARDIANSHIP, THE NORTHERN TRUST COMPANY, TRUSTEE
DOROTHY QUAAL REV TRUST UA 09/02/1993, DOROTHY QUAAL, BMO HARRIS BANK N.A., TRUSTEES
DOROTHY R MOOG FAMILY TRUST, US BANK, TRUSTEE
DOROTHY ROCKE TRUST U/A DTD 06/06/88, DOROTHY ROCKE, TRUSTEE
DOROTHY ROUSE-BOTTOM
DOROTHY RUSSELL SHATTUCK
DOROTHY UPJOHN DALTON GRANDCHILDREN'S TRUST
DOUBLE BLACK DIAMOND OFFSHORE LTD. F/K/A DOUBLE BLACK DIAMOND OFFSHORE LDC, CARLSON CAPITAL L.P.
DOUGLAS A. WARD
DOUGLAS B STEWART
DOUGLAS H DITTRICK
DOUGLAS H DITTRICK AND BARBARA S DITTRICK
DOUGLAS H MCCORKINDALE
DOUGLAS J LUITEN DMD PC PSP U/A DTD 01/01/1996, DOUGLAS J LUITEN DMD, TRUSTEE
DOUGLAS L SMATHERS TRUST U/A DTD 04/12/2004, DOUGLAS L SMATHERS, TRUSTEE
DOUGLAS LEE MEYER AND STACEY MEYER
DOUGLAS M. & JUDITH A. LIGHT REV. TRUST, D. LIGHT & J. LIGHT, TRUSTEES
DOUGLAS PAGE IRA
DOUGLAS R MURRAY ADVISORY AGENCY
DOUGLAS WILLIAM AND VICTORIA M. KING
DOW JONES LG/MIDCAP SL SERIES COMMON TRUST FUND, STATE STREET BANK AND TRUST COMPANY, TRUSTEE
DOYLE D. MCMANUS
DR. CLARESA F ARMSTRONG TRUST U/A DTD 4/21/1983, CLARESA F. ARMSTRONG, TRUSTEE
DR. DAVID L. HOEXTER IRA R/O, DELAWARE CHARTER GUARANTEE & TRUST COMPANY, TRUSTEE
DRAPER AND KRAMER, INC. A/K/A DK/EQUITY, LLC
DRAWBRIDGE GLOBAL MACRO MASTER FUND LTD - K
DREMAN CONTRARIAN VALUE TRUST SERIES 3, CURRENT TRUSTEE
DRESSER-RAND COMPANY
DREYFUS INDEX FUNDS, INC. (DREYFUS S&P 500 INDEX FUND)
DREYFUS STOCK INDEX FUND, INC.
DRS. BRUCE AND LEE FOUNDATION
DUDLEY S. TAFT
DUKE ENERGY CORPORATION MASTER DECOMMISSIONING TRUST
DUKE POWER COMPANY NON-QUALIFIED EQUITY NUCLEAR DECOMMISSIONING TRUST, DUKE ENERGY CORPORATION, TRUSTEE
DUNCAN T WEAVER JR AND KAREN M SORRELL
DUNN INVESTMENT COMPANY PMP GROWTH
DUQUESNE UNIVERSITY OF THE HOLY SPIRIT
DURHAM J MONSMA AND ROBBIE E MONSMA
DWP BANK

DWS EQUITY 500 INDEX PORTFOLIO, DWS INSTITUTIONAL FUNDS, DWS INVESTMENT TRUST, DWS INVESTMENTS VIT FUNDS, DWS VARIABLE SERIES II
DWS EQUITY 500 INDEX VIP (DWS INVESTMENTS ACCOUNT BOS05-0702)
DYE CHILDREN PARTNERSHIP SPECIAL TV JWD MANAGEMENT
DYNAMIC DOMESTIC FUND LP
E DONALD HEYMANN
E H OPPENHEIMER TRUST, EDWARD H OPPENHEIMER, TRUSTEE
E L SANFORD TRUST CHILDREN/ADA, BANK OF AMERICA, N.A., TRUSTEE
E L SANFORD TRUST CHILDREN/MASON, BANK OF AMERICA, N.A., TRUSTEE
E L SANFORD TRUST CHILDREN/WILLIAM, BANK OF AMERICA, N.A., TRUSTEE
E L SANFORD TRUST FAM FBO ADA, BANK OF AMERICA, N.A., TRUSTEE
E L SANFORD TRUST FAM FBO MASON, BANK OF AMERICA, N.A., TRUSTEE
E L SANFORD TRUST FAM FBO WILLIAM, BANK OF AMERICA, N.A., TRUSTEE
E L WIEGAND FOUNDATION
E W MASKE TRUST U/W FOR RUTH M BENNETT, CURRENT TRUSTEE
E*TRADE CLEARING LLC
E*TRADE S & P 500 INDEX FUND
E. DOMINICK AND A. ANDREWS, JR. TRUST AGREEMENT DATED 10/02/90 F/B/O ELIZABETH M. DOMINICK, E. DOMINICK, A. ANDREWS, JR., TRUSTEES
E. GALLAGHER
E.ON ENERGIE US VALUE (EBWFOND
EAC PARTNERS MASTER FUND LTD.
EAGLE TRADING COMPANY
EARL E CROWE TRUST NO. 2, SUSAN BABCOCK, JEFFREY CHANDLER, CAMILLA CHANDLER FROST, ROGER GOODAN, WILLIAM STINEHART, JR., JUDY C. WEBB, WARREN B. WILLIAMSON, TRUSTEES
EARL W HUNTLEY FBO MELINDA, BANK OF AMERICA, N.A., TRUSTEE
EARL W HUNTLEY FBO PAMELA, BANK OF AMERICA, N.A., TRUSTEE
EAST LIVERPOOL RADIOLOGY ASSOC PROFIT SHARING PLAN & TRUST, PAUL W LIM, TRUSTEE
EASTERN BANK
EATON VANCE CAPITAL GROWTH PORTFOLIO
EATON VANCE MULTI CAP GROWTH PORTFOLIO
EATON VANCE TAX MANAGED GLOBAL BUY-WRITE OPPORTUNITIES FUND, ALAN R. DYNNER, TRUSTEE
EATON VANCE TAX MANAGED GROWTH PORTFOLIO
EATON VANCE TAX MANAGED MULTI-CAP GROWTH PORTFOLIO
ECF 1201 INDEX FUND LTD PARTNERSHIP
ECHOTRADE LLC
ED BUCHSBAUM
EDGAR COUNTY BANK AND TRUST COMPANY
EDGAR D GIFFORD TRUST, EDGAR D GIFFORD, TRUSTEE
EDGAR O. JANNOTTA

EDGAR O. JANNOTTA JR. REVOCABLE TRUST DATED 07/8/1993, EDGAR O. JANNOTTA JR., TRUSTEE
EDITH A. EHRlich
EDITH C BRIZENDINE
EDITH D. COFRIN TRUST, US BANK, TRUSTEE
EDMUND D. HAIGLER, JR
EDMUND F MURPHY JR REV TRUST U/A 6/21/99, EDMUND F MURPHY JR, MARY P MURPHY, TRUSTEES
EDMUND M. GOODHUE
EDSON W. MURRAY
EDUCATIONAL TESTING SERVICE RETIREE MEDICAL BENEFITS PLAN
EDWARD A. COX, JR. REVOCABLE TRUST DTD 5/21/2004, EDWARD A. COX, JR., TRUSTEE
EDWARD B BYRD TRUST UA 08/02/93, EDWARD B. BYRD, TRUSTEE
EDWARD D. JONES & CO., L.P.
EDWARD E NEISSER MARITAL TRUST, SHERWIN A ZUCKERMAN, TRUSTEE
EDWARD GALLAGHER
EDWARD H MATTHEI TRUST U/A DTD 09/18/90, EDWARD H MATTHEI, TRUSTEE
EDWARD HOWELLS
EDWARD J CAMPBELL TRUST U/A DTD 05/17/1994, EDWARD J CAMPBELL, TRUSTEE
EDWARD J DELLIN
EDWARD J SIDNEY TRUST UA 07/22/76, EDWARD J SIDNEY, TRUSTEE
EDWARD J. HEYWOOD
EDWARD K NEWMAN REVOCABLE TRUST U/A/D 04-14-2005, EDWARD K NEWMAN, TRUSTEE
EDWARD S WOOLNER JR
EDWARD STERLING WHITE
EDWARD T MCGOWAN
EDWIN J HAYES JR
EDWIN J HAYES JR TRUST, U/A DTD 05/26/2006, EDWIN J HAYES, TRUSTEE
EDWIN R LABUZ IRA, AMERIPRISE TRUST COMPANY F/K/A H&R BLOCK FINANCIAL ADVISORS, CUSTODIAN
EFG BANK EUROPEAN FINL GROUP
EFH RETIREMENT PLAN MASTER TRUST, CURRENT TRUSTEE
EHAB KHALIL KHALIFA
EHSAN BOKHOUR
EIGHTH DISTRICT ELECTRICAL PENSION FUND
EILEEN B VAUGHAN AND ROBERT JOSEPH VAUGHAN, JT TEN
EILEEN S. BUCKLEY
ELAINE A MC INTOSH TRUST, JAMES DOHERTY, LINDA BILEK, CAROL ELLIOTT, TRUSTEES
ELAINE B WOOD REV TRUST U/A DTD 10/24/06, ELAINE B WOOD, TRUSTEE
ELAINE CHEAH-RICHERT
ELAINE T BOVAIRD TRUST U/A DTD 02/18/1993, ELIANE T BOVAIRD, TRUSTEE
ELAINE W GETZ TRUST UA FEB 5 1986, ELAINE W GETZ, TRUSTEE
ELAINE W PETTIJOHN TRUST U/A 12/20/89, CURRENT TRUSTEE
ELDEN GUTWEIN
ELEANOR A. KENYON

ELEANOR JACKSON STERN TRUST DATED 01/06/1971, THE NORTHERN TRUST COMPANY, RUSSELL T. STERN JR., PATRICIA STERN ROSS, TRUSTEES
ELEANOR LINDEN THURSTON TRUST DTD 02-19-2001, ELEANOR LINDEN THURSTON, TRUSTEE
ELEANOR T AGRELLA TRUST, DONALD A AGRELLA, TRUSTEE
ELECTROLUX HOME PRODUCTS, INC. MASTER TRUST, CURRENT TRUSTEE
ELINOR P. BAKER TUW FBO CHARITIES, THE BANK OF NEW YORK, TRUSTEE
ELISABETH B LARDNER TRUST U/A DTD 12/14/1988, ELISABETH B. LARDNER, TRUSTEE
ELIZABETH A NEAL DECLARATION OF TRUST 9/30/1999, ELIZABETH A NEAL, TRUSTEE
ELIZABETH ANN PALEY
ELIZABETH COLE
ELIZABETH DE CUEVAS
ELIZABETH G CHAMBERLAIN TRUST U/A DTD 04/25/1979, GORDON CHAMBERLAIN, PARK CHAMBERLAIN, TRUSTEES
ELIZABETH H VANMERKENSTEIJN
ELIZABETH H. WOLFF
ELIZABETH J. HAND
ELIZABETH L. LEVIN 2006 SZ-2 YEAR GRANTOR RETAINED ANNUITY TRUST UAD 07/31/06, ELIZABETH L. LEVIN, TRUSTEE
ELIZABETH L'ENGLE TRUST UNDER THE WILL OF PHILIP F. L'ENGLE, SUNTRUST BANK, TRUSTEE
ELIZABETH SCHELLENGER T/U/D, ELIZABETH SCHELLENGER, TRUSTEE
ELKHORN LLC
ELLA L. MORRIS TRUST, 1ST SOURCE BANK, AS TRUSTEE
ELLEN DANAHER TULLY
ELLEN J SUTTON
ELLEN J TWADDELL
ELLEN JACKSON
ELLEN JOHNSON TWADDELL
ELLEN WARREN
ELLIOTT CAPITAL MANAGEMENT
ELLIOTT JAY & BARBARA E WAGNER FAMILY TRUST DTD 10/2/91, ELLIOTT JAY WAGNER, TRUSTEE
ELLIS HENICAN
ELMER H. WAVERING FAMILY TRUST DATED 06/24/1977 AS AMENDED, THE NORTHERN TRUST COMPANY AND LYNNE SHOTWELL, AS CO-TRUSTEES
ELMO C. BROOKS
EMANUEL E. GEDULD 2005 FAMILY TRUST, CURRENT TRUSTEE
EMANUEL GRUSS
EMBARQ CORPORATION MASTER RETIREMENT TRUST, ADAM HANKS, TRUSTEE
EMIL D KRATOCHVIL
EMILE LEGROS TRUST B FOR THE BENEFIT OF DEBORAH NEWCOMER, US BANK, AS TRUSTEE
EMILE LEGROS TRUST B FOR THE BENEFIT OF EMILE A. LEGROS, JR., US BANK, AS TRUSTEE
EMILE LEGROS TRUST B FOR THE BENEFIT OF JUDITH MURRAY, US BANK, AS TRUSTEE
EMILY A JEFFERSON TR/STOCK ACCOUNT U/A 6/1/84, EMILY A JEFFERSON, TRUSTEE

EMILY E ORTHWEIN IRREV TRUST DTD 8/19/91, ELLEN W ORTHWEIN, TRUSTEE
EMILY EVANS EMBREY, BENEFICIARY OF THE ALFRED C. GLASSELL JR. CHILDREN'S TRUST FOR EMILY EVANS EMBREY
EMILY G. PLUMB CHARITABLE TRUST DTD 1/8/80 AS AMENDED, NORTHERN TRUST COMPANY, TRUSTEE
EMILY T SHAW TRUST U/DECL, CURRENT TRUSTEE
EMMA LYN SCHWARTZ TRUST UA 07/10/98, JAMES D. SCHWARTZ, TRUSTEE
EMMA M PARKERSON TRUST U/W, BANK OF AMERICA, N.A., TRUSTEE
EMMAS LP, A PARTNERSHIP
EMPIRE STATE CARPENTERS
EMPIRE STATE CARPENTERS PENSION FUND
EMPIRE STATE CARPENTERS WELFARE FUND
EMPLOYEE RETIREMENT INCOME PLAN TRUST OF MINNESOTA MINING & MANUFACTURING CO., CURRENT TRUSTEE
EMPLOYEE RETIREMENT SYSTEM OF GEORGIA
EMPLOYEES' RETIREMENT FUND OF THE CITY OF DALLAS
EMPLOYEES RETIREMENT SYSTEM OF TEXAS
EMPLOYERS' FIRE INSURANCE COMPANY
EMPLOYERS INSURANCE COMPANY OF NEVADA
EMPLOYERS MUTUAL CASUALTY COMPANY
ENERGIZER HOLDINGS INC. RETIREMENT PLAN TRUST, JOHN DRABIK, TRUSTEE
ENERGY INDUSTRIES SUPERANNUATION SCHEME
ENHANCED RAFI US LARGE, L.P. A/K/A RESEARCH AFFILIATES FUNDAMENTAL INDEX LP
ENRIQUE HERNANDEZ JR
ENSIGN PEAK ADVISORS INC
ENVESTNET, INC. F/K/A ENVESTNET ASSET MANAGEMENT GROUP, INC.
ENZO S RICCIARDELLI
EPF- NOMURA - GLOBAL EQUITY FUND
EPHRAIM G HIRSCH
EPIST LLC A/K/A EPIST INVESTMENT PARTNERSHIP
EPSILON DISTRESSED STRATEGIES MASTER FUND, LP
EQ ADVISORS TRUST (EQ/EQUITY 500 INDEX PORTFOLIO)
EQ ADVISORS TRUST (EQ/GAMCO MERGERS AND ACQUISITIONS PORTFOLIO)
EQ ADVISORS TRUST (EQ/LARGE CAP CORE PLUS)
EQ ADVISORS TRUST (EQ/MID CAP VALUE PLUS PORTFOLIO)
EQUAL WEIGHT S&P 500 MH TR, STATE STREET BANK AND TRUST COMPANY, TRUSTEE
EQUIFAX INC MASTER TRUST, CURRENT TRUSTEE
EQUIFAX US RETIREMENT PLAN
EQUISERVE EXCHANGE AGENT OVERAGE ACCT
EQUITABLE SEPARATE ACCOUNT #20
EQUITEC SPECIALISTS LLC
EQUITECH/DBAG LDN/DB GLB MSTRS
EQUITRUST SERIES FUND, INC.
EQUITRUST VARIABLE INSURANCE SERIES FUND
EQUITY FUND B LENDABLE
EQUITY INDEX A
EQUITY INDEX FUND

EQUITY INDEX FUND B
EQUITY INDEX FUND B LENDABLE
EQUITY INDEX FUND, A SERIES OF AMERICAN CENTURY CAPITAL PORTFOLIOS, INC.
EQUITY INDEX PLUS FUND A
EQUITY INDEX PLUS FUND B
EQUITY INDEX TRUST, CURRENT TRUSTEE
EQUITY INVESTMENT CORPORATION
EQUITY INVSTMENT CORP
EQUITY LEAGUE PENSION TRUST FUND, CURRENT TRUSTEE
EQUITY MODELS - EFP
EQUITY VALUE FUND
ERIC B. TOWNSEND
ERIC COFFELT
ERIC D. WERTHMAN
ERIC I CHANG
ERIC MORRIS AND SHANNON MORRIS
ERIC ROWLEY KEOGH ACCOUNT HARRY GUY SNYDER WM BLAIR & CO DEFERRED PFT SHG PLAN
ERIK LEBSACK
ERIK WHITE MASKE TRUST U/D 2/20/67, DEBRA MASKE, CURRENT TRUSTEE
ERIKA RE MAGGIPINTO UCAUTMA UNTIL AGE 21, ERIKA MAGGIPINTO, R MAGGIPINTO, CUSTODIANS
ERMAGARD KUENZLI REV TR, ERMAGARD E KUENZLI, TRUSTEE
ERMINE P PEAVY FAMILY LP
ERNEST K. KOEHLER IRA
ERNEST R MOFFATT IRA ROLLOVER FIDELITY MANAGEMENT TRUST CO CUST
ERNEST W MICHEL
ERVIN L HEYDE JR SEP IRA, FCC, CUSTODIAN
ERWIN SHAKIN DELTA TRUST U/A 10/5/00, STANLEY WEISS, TRUSTEE
ESTALEEN O ROGERS
ESTATE OF ADRIANNE BAKER REILLY, WILLIAM R LYNCH, EXECUTOR
ESTATE OF ALFRED C. GLASSELL JR., ALFRED C. GLASSELL, III, INDEPENDENT EXECUTOR
ESTATE OF BARBARA HAMMOND
ESTATE OF BEVERLY A. PERRY, LISA A. SCHUSTER, EXECUTOR
ESTATE OF CHARLES PRATT TWICHEL UW HT CLEMENT FOR SP BC QTIP TRUST, CHASE TWICHEL, AS REPRESENTATIVE
ESTATE OF DONALD BARON, IRENE BARON, EXECUTRIX
ESTATE OF GENE C MCCAFFERY
ESTATE OF JANICE FAY JOHNSON OCHS, RODNEY D. OCHS, MICHAEL HULL, ADMINISTRATORS
ESTATE OF KAREN BABCOCK, PHILIP S. BABCOCK, EXECUTOR
ESTATE OF KURT ADLER, CLIFFORD ADLER, HOWARD ADLER, EXECUTORS
ESTATE OF LEAVITT J POPE, MARTHA P POPE, EXECUTRIX
ESTATE OF NANCY G. LEZETTE, THOMAS LEZETTE, EXECUTOR
ESTATE OF ROBERT C GILKISON, JOAN L GILKISON, ADMINISTRATOR CTA
ESTATE OF ROBERT D. NELSON, CHARLES JASA, PERSONAL REPRESENTATIVE

ESTATE OF ROSE ROCHELL, NANCY ROCHELL GILMORE, EXECUTOR
ESTATE OF WARD L. QUAAL, BMO HARRIS BANK, N.A., EXECUTOR
ESTATE OF WAYNE F. MCNULTY, MARY KATHLEEN MCNULTY, EXECUTRIX
ESTATE OF WILLIAM ANTONIS, 1ST SOURCE BANK, PERSONAL REPRESENTATIVE
ESTATE OF WILLIAM F WARCHOL
ESTATES OF WAYNE F. MCNULTY AND IRENE M. MCNULTY, MARY KATHLEEN MCNULTY, EXECUTRIX
ESTERLE COBOURN
ESTHER WONG IRA ROLLOVER FIDELITY MANAGEMENT TRUST CO CUST
ESURANCE INSURANCE COMPANY
ETF SPY EQ FINANCE PROD CTRL
EUGENE E DECHTER JIED TRUST UA 12/02/92 , BRADLEY DECHTER, TRUSTEE
EUGENE KAPALOSKI
EUGENE P. HIGGINS AND MARGARET S. HIGGINS
EUGENE TAYLOR AND ROSE MARIE TAYLOR
EUGENE TOMCZAK TRUST U/W U/A DTD 06/11/1998, CAROLE A TOMCZAK, TRUSTEE
EUGENE V THAW REV TRUST U/A DTD 4/25/00, CURRENT TRUSTEE
EULAV ASSET MANAGEMENT TRUST, THE VALUE LINE INCOME FUND, CURRENT TRUSTEE
EUR YIELD ENHANCEMENT - FORWARD CONV OPT & COMM STK
EUREKA OPTIONS LLC
EUROCLEAR BANK
EUROCLEAR BANK SA/NV
EVAN NORRIS AND ANNETTE CHAN-NORRIS
EVANGELICAL BOARD OF PENSIONS
EVANGELICAL LUTHERAN CHURCH IN AMERICA BOARD OF PENSIONS
EVELYN A FREED TRUST U/A/D 03/26/90 BRANDES - ALL CAP VALUE, EVELYN A FREED, TRUSTEE
EVELYN COOPER AURANDT TRUST U/A 10-12-71, CURRENT TRUSTEE
EVELYN KOUCHOUKOS AND DEBORAH M NOLAN
EVERENCE FINANCIAL
EVEREST REINSURANCE (BERMUDA) LTD. EVEREST RE GROUP LTD.
EVERETT SMITH JR. TRUST U/A DTD 10/15/1998, E. SMITH, TRUSTEE
EVERGREEN ASSET MANAGEMENT CORP.
EVERGREEN EQUITY INDEX FUND
EVERGREEN INVESTMENT SERVICES FUND ADMINISTRATION, EVERGREEN ASSET MANAGEMENT CORP.
EVERGREEN INVESTMENT, EVERGREEN ASSET MANAGEMENT CORP.
EVERYTHING MEDICAL, INC. A/K/A EVERYTHING MEDICAL SERVICES, INC.
EVOL CAPITAL MANAGEMENT LLC PORTFOLIO MARGIN ACCOUNT
EVOLUTION ALL-CAP EQUITY FUND - DIREXION FUNDS
EVOLUTION LARGE CAP FUND - DIREXION FUNDS
EVOLUTION VP ALL-CAP EQUITY FUND, A SERIES OF DIREXION INSURANCE TRUST

EWI, LLC
EXCAVATORS UNION LOCAL 731 PEN
EXCEL REALTY FUND, LP
EXELON CORPORATION NUCLEAR DECOMMISSION TRUST - NON TAX QUALIFIED, CINDY CATLIN, DIRECTOR INVESTMENT OPERATIONS AND RISK MANAGEMENT, TRUSTEE
EXELON CORPORATION NUCLEAR DECOMMISSION TRUST - TAX QUALIFIED, CINDY CATLIN, TRUSTEE
EXEMPT/BYPASS SUB TRUST OF THE MICHAEL & MARION SHLAUDEMAN TRUST U/A/D 10-01-1995, MARION B SHLAUDEMAN, TRUSTEE
EXXONMOBIL INVESTMENT MANAGEMENT, INC. (EXXONMOBIL INVESTMENT FUND)
F AUDRYE WOLLER
F GENE GOSELIN IRA, FCC, CUSTODIAN
F GENE GOSELIN REVOCABLE LIVING TRUST U/A DTD 12/31/1992, F GENE GOSELIN, TRUSTEE
F HARLAN BATRUS
F&C MANAGED PENSION FUNDS LIMITED A/K/A MANAGED PENSION FUNDS LIMITED (MFS FUNDS (UK))
FAIRWAY FUND LIMITED F/K/A MAN MAC 1 LTD
FAIRWEATHER FAMILY L.P. A/K/A FAIRWEATHER LTD PTRSH
FAITH B. MEEM TRUST, NANCY F. MEEM, FIDUCIARY TRUST CO., TRUSTEES
FAMANDSFORENINGEN TRP US LARGE CAP AKTIER
FARMERS & MERCHANTS TRUST CO
FARMERS GROUP, INC. A/K/A FARMERS INSURANCE GROUP
FASKEN LTD
FASKEN LTD (CHANNING I)
FASKEN, LTD. B A/K/A FASKEN (CHANNING II)
FAULKNER FAMILY TRUST UA DTD 8/29/1989, MARILYN M MATHESON, TRUSTEE
FBF PENSION-CMG S&P 500 INDEX, BANK OF AMERICA
FEDERAL NATIONAL MORTGAGE ASSOCIATION (FANNIE MAE)
FEDERAL RESERVE EMPLOYEE BENEFITS SYSTEM
FEDERAL RESERVE SYSTEM EMPLOYEE RETIREMENT FUND
FEDERATED CAPITAL APPRECIATION FUND II F/K/A FEDERATED CLOVER VALUE FUND II
FEDERATED CAPITAL INCOME FUND
FEDERATED CAPITAL INCOME FUND, INC.
FEDERATED CLOVER VALUE FUND F/K/A FEDERATED AMERICAN LEADERS FUND
FEDERATED EQUITY INCOME FUND
FEDERATED EQUITY INCOME FUND, INC.
FEDERATED INV COUNSELING, INC (A/C: XFEIF)
FEDERATED INV COUNSELING, INC (FAO: FMSAF)
FEDERATED INVESTORS INC.
FEDERATED MANAGED VOLATILITY FUND II F/K/A FEDERATED CAPITAL INCOME FUND II
FEDERATED MANAGED VOLATILITY FUND II F/K/A FEDERATED CAPITAL INCOME FUND II
F/K/A FEDERATED EQUITY INCOME FUND II
FEDERATED MAX-CAP INDEX FUND

FEDERATED MTD STOCK TRUST, CURRENT TRUSTEE
FEDERATED MUNI AND STOCK ADVANTAGE FUND
FEDERATED STOCK AND CALIFORNIA MUNI FUND
FEHIR LIMITED PARTNERSHIP
FELICITY E APPLEBY TRUST U/A DTD 12/13/1989, JEFFREY J APPLEBY, TRUSTEE
FELIX LENG ENG & SERENE WEE WEE LEENO
FELIX SHEU
FELIX WEN GUANG TONG TOD
FEO THOMAS P. O'KEEFE SALLY B. O'KEEFE EXEC
FERRIS TRADING FUND LLC
FETHEROLF FAMILY TRUST, DONALD M FETHEROLF, MARILYN N FETHEROLF, TRUSTEES
FICKLING FAMILY FOUNDATION INC
FIDELITY ADVISOR LEVERAGED COMPANY STOCK FUND, A SERIES OF FIDELITY ADVISOR SERIES I
FIDELITY COMMONWEALTH TRUST, ABIGAIL P. JOHNSON, TRUSTEE
FIDELITY CONCORD STREET TRUST
FIDELITY CONCORD STREET TRUST (SPARTAN U.S. EQUITY INDEX FUND), CURRENT TRUSTEE
FIDELITY LEVERAGED COMPANY STOCK FUND, A SERIES OF FIDELITY SECURITIES FUND
FIDELITY MOHAWK INSURANCE CO
FIDELITY US EQUITY INDEX COMMINGLED POOL FIDELITY
FIDEURAM BANK LUXEMBOURG S.A.
FIDUCIARY SMALL AND MID-CAP STOCK FUND LLC
FIDUCIARY SSB
FIDUCIARY TRUST COMPANY
FIDUCIARY TRUST COMPANY INTERNATIONAL
FIDUCIE DESJARDINS INC.
FIERSTEIN COMPANY
FIFTH THIRD ASSET MANAGEMENT
FIFTH THIRD ASSET MANAGEMENT MUTUAL FUND - FIFTH THIRD EQUITY INDEX FUND
FIFTH THIRD BANK
FIFTH THIRD BANK, TRUSTEE
FIFTH THIRD FUNDS
FINANCIAL MANAGEMENT CONCEPTS
FIREMAN'S FUND INSURANCE COMPANY
FIREMEN'S RETIREMENT SYSTEM OF ST. LOUIS
FIRST AMERICAN INVESTMENT FUNDS, INC. - EQUITY INDEX FUND
FIRST BANK & TRUST
FIRST BUSEY TRUST INVESTMENT CO.
FIRST CAPITAL ALLIANCE LP
FIRST CITIZENS BANK & TRUST COMPANY
FIRST CLEARING, LLC
FIRST EAGLE CONTRARIAN VALUE MASTER FUND, LTD.
FIRST FINANCIAL BANK
FIRST FOUNDATION ADVISORS FA MASTER ACCOUNT
FIRST INTERSTATE BANK OF COMMERCE
FIRST MERCHANTS TRUST COMPANY, A DIVISION OF FIRST MERCHANTS BANK, N.A.
FIRST MIDWEST BANCORP
FIRST NATIONAL BANK & TRUST CO.
FIRST NATIONAL BANK OF LAGRANGE A/K/A MADCO
FIRST NEW YORK SECURITIES, LLC

FIRST REPUBLIC BANK
FIRST SOUTHWEST CO.
FIRST TRUST EXCHANGE-TRADED FUND
FIRST TRUST VALUE LINE EQUITY ALLOCATION INDEX FUND
FIRST-CITIZENS BANK & TRUST COMPANY
FIRSTENERGY CORP NON-QUALIFYING NUCLEAR DECOMMISSIONING TRUSTS, CURRENT TRUSTEE
FIS OPERATIONS
FISHER FAMILY LARGE CAP GROWTH LLC
FLEET MARITIME INC.
FLEXIBLE (US EQUITY) MANAGERS: PORTFOLIO 1 LLC
FLICK FAMILY REVOCABLE TRUST, JOHN E. FLICK & LOIS L. FLICK, TRUSTEES
FLORENCE S BRADSHAW
FLORIDA POWER CORP NON-QUAL PROGRESS ENERGY SERVICE CO
FLORIDA PREPAID COLLEGE PLAN - FLORIDA PREPAID COLLEGE BOARD
FLOYD C SANGER JR TRUST U/A 3/11/86, FLOYD C SANGER JR, TRUSTEE
FLUSHING FINANCIAL CORP.
FLYNN CORPORATION
FM GLOBAL
FM GLOBAL PENSION
FMC CORP DEFINED BENEFIT RETIREMENT TRUST, CURRENT TRUSTEE
FMC TECHNOLOGIES INC. DEFINED BENEFIT RETIREMENT TRUST, KURT NIEMETZ, TRUSTEE
FMC TECHNOLOGIES, INC.
FN Y MANAGED ACCOUNTS LLP, A WHOLLY OWNED SUBSIDIARY OF FNY FIRST NEW YORK SECURITIES, LLC
FOLIOFN INVESTMENTS, INC. F/K/A FOLIO INVESTMENTS, INC.
FORD MOTOR COMPANY DEFINED BENEFIT MASTER TRUST, MARK KOPP, TRUSTEE
FORD MOTOR COMPANY OF CANADA - WAM DOMESTIC
FORD MOTOR COMPANY OF CANADA, LIMITED MASTER TRUST FUND, FORD MOTOR COMPANY PENSION ASSET MANAGEMENT, TRUSTEE
FORDHAM UNIVERSITY
FOREST MULTI-STRATEGY MASTER FUND SPC FOR ITS MULTI-STRATEGY SEGREGATED PORTFOLIO
FORESTAL FUNDING MASTER TRUST, WILMINGTON TRUST CO., ERIC SIEKE, TRUSTEES
FORMANEK INVESTMENT TRUST, PAIGE EAVENSON, TRUSTEE
FORT PITT CAPITAL GROUP, INC.
FOSTER G HEMBRY JR
FOUNDATION FOR ANESTHESIA EDUCATION AND RESEARCH
FOUNDATION FOR FLORIDA'S COMMUNITY COLLEGES INC.
FRANCES C JONES REV TRUST U/A/D 08-10-1999, FRANCES C JONES, TRUSTEE
FRANCES I EDWARDS DECLARATION OF TRUST U/A/D 06/16/81, FRANCES I. EDWARDS, TRUSTEE
FRANCES L VAN TREESE

FRANCES LOEB TRUST U/W, JEROME A MANNING, JOHN A LEVIN, TRUSTEES
FRANCES P. GORMLEY
FRANCES R PICONE LIV TRUST UA DTD 01/18/00, FRANCES R PICONE, TRUSTEE
FRANCESA J. VERDUSCO TRUST U/A DTD 12/13/1989, CATHERINE A VERDUSCO, TRUSTEE
FRANCESCO LAPIETRA AND ANN MARIE LAPIETRA
FRANCIS G DUGGAN AND JEANETTE M DUGGAN
FRANCIS L. COOLIDGE
FRANCIS NESSINGER AND JEAN K NESSINGER
FRANCIS NESSINGER IRA CONTRIBUTORY TRUST DTD 10/14/86, CHARLES SCHWAB & CO INC, TRUSTEE
FRANCISCO PERDOMO & CAROLINE OLIVEIRA
FRANCISCO PERDOMO-FERRER RET PL, FRANCISCO J PERDOMO-FERRER, TRUSTEE
FRANCOISE ISABELLE MICHEL TRUST U/A DTD 10/26/1994, JOHN M STICKNEY, TRUSTEE
FRANK A JONES TRUST U/A DTD 05/05/1995
FBO M JONES, FRANK A JONES, TRUSTEE
FRANK CALLEA
FRANK D. SIMMONS
FRANK DELLAQUILA AND ROSEMARY DELLAQUILA
FRANK H POE TRUST U/A/D 11/27/91, WENDY POE, TRUSTEE
FRANK J MANGANO GST NON-TAX EXEMPT TRUST U/A 6/22/94, MARGARET MANGANO, MIKE HOOVER, TRUSTEES
FRANK J. BARTUSEK JR.
FRANK MALONEY AND KATHLEEN MALONEY
FRANK N MAGID AND MARILYN A MAGID JT TEN
FRANK P ROCCAFORTE
FRANK R. BALL, JR. TRUST DATED 4/27/94, FRANK R. BALL, JR., TRUSTEE
FRANK RUSSELL INVESTMENT MANAGEMENT
FRANK RUSSELL TRUST COMPANY
FRANK S LADNER REV TRUST U/A DTD 03/03/1993, FRANK S LADNER, TRUSTEE
FRANK S TIERNAN
FRANK W CONSIDINE
FRANK W DENIUS
FRED J EYCHANER
FRED LINDQUIST AND MYRTLE H. LINDQUIST
FRED O POLTEVENT JR
FRED P. PETTIJOHN IRRV TRUST MARK PETTIJOHN, GEORGETTE PETTIJOHN, PERSONAL REPRESENTATIVE, TRUSTEE
FRED PHILLIP PETTIJOHN (DECEASED) (AS BENEFICIARY OF ELAINE W. PETTIJOHN IRREVOCABLE TRUST), GEORGETTE PETTIJOHN, PERSONAL REPRESENTATIVE, TRUSTEE
FRED T KAJIWARA
FREDERICK B GETZE
FREDERICK E NIELSEN
FREDERICK E NIELSEN AND PETER A NIELSEN
FREDERICK GOLDSTEIN
FREDERICK S SHARE TRUST U/A DTD 11/04/88, FREDERICK S SHARE, TRUSTEE
FREDERICKA PAFF & CARLYLE PAFF HEDRICK
FREDRIC LEVENSON AND DOROTHY A LEVENSON

FREDRICK L KATZ IRA ROLLOVER, CHARLES SCHWAB & CO INC, CUSTODIAN
FREE CHURCH MINISTER AND MISSIONARIES RETIREMENT PLAN A
FRICK C FBO F D FRICK I I-TRUST NO 3
FRIDSTEIN INVESTMENT PARTNERSHIP
FRIEDMAN BILLINGS RAMSEY
FRIEDMAN LIVING TRUST U/A 08/04/99, ROBERT D FRIEDMAN, TRUSTEE
FROEDTERT & COMMUNITY HEALTH, INC.
FROEDTERT & COMMUNITY HEALTH, INC. LONG TERM MASTER TRUST, CURRENT TRUSTEE
FROST BANK
FT1112 STRATEGIC DIVIDEND PORTFOLIO SERIES 2 FIRST TRUST PORTFOLIO LP
FULL HOUSE VENTURES, LTD.
FULL VALUE PARTNERS LP
FULTON INVESTMENT TRUST, TERRY POWER, TRUSTEE
FUND AMERICAN REINSURANCE COMPANY, LTD.
FUTURE FUND BOARD OF GUARDIANS
G - CLOSE
G M JOHNSON CUST
G P H DEVASGUNAWARDHANE IRA, FCC, CUSTODIAN
GABELLI & COMPANY INC. (GABELLI AVG PRICE 2)
GABELLI 787 FUND INC. - GABELLI ENTERPRISE MERGERS AND ACQUISITIONS FUND F/K/A THE 787 FUND INC - AXA ENTERPRISE MERGERS AND ACQUISITIONS FUND
GABELLI ASSET MANAGEMENT CO.
GABELLI ASSET MANAGEMENT CO. (A/C X0560)
GABELLI ASSOCIATES
GABELLI ASSOCIATES FUND
GABELLI ASSOCIATES LIMITED
GABELLI COMPANY
GABELLI DIVIDEND & INCOME TRUST, CURRENT TRUSTEE
GABELLI FOUNDATION INC
GABELLI FUNDS, LLC
GABELLI MULTIMEDIA PARTNERS, L.P.
GABELLI PERFORMANCE PARTNERSHIP
GABELLI SECURITIES, INC., GAMCO INVESTORS, INC.
GABELLI VALUE FUND, INC.
GAIL A. UEBOVICH LIVING TRUST, GREGORY L UEBOVICH, TRUSTEE
GAIL C SCHLANG
GAINESVILLE POLICE AND FIRE
GALL DECLARATION OF TRUST U/A DTD 05/05/1981, CLAIRE T GALL, TRUSTEE
GAMCO ASSET MANAGEMENT INC.
GAMCO INVESTORS INC
GAMMA PHI BETA FOUNDATION, INC.
GARLAND FOUNDATION TRUST NO. 2, SUSAN BABCOCK, JEFFREY CHANDLER, CAMILLA CHANDLER FROST, ROGER GOODAN, WILLIAM STINEHART, JR., JUDY C. WEBB, WARREN B. WILLIAMSON, TRUSTEES
GARY A WOLENS
GARY ALLEN SPENCER IRA ROLLOVER FIDELITY MANAGEMENT TRUST CO CUST
GARY D BLACK
GARY E. PEKALA

GARY N SMITH ROLLOVER ACCOUNT POMONA COLLEGE, VANGUARD FIDUCIARY TRUST CO, CUSTODIAN
GARY R. NORTON
GARY S BRIARS AND LAURA A BRIARS
GARY S. GROSSINGER
GASPARE LOCASCIO AND DOLORES LOCASCIO, JTWROS
GASTON CAPERTON
GAYLE G MCLEAN REV LIVING TRUST U/A 3/1/94, GAYLE G MCLEAN, TRUSTEE
GAYLIN E FRYE JR
GAYON EMILY CHUN IRA ROLLOVER, CHARLES SCHWAB & CO INC, CUSTODIAN
G-BAR LIMITED PARTNERSHIP
GBL ALPHA EDGE COMMON TRUST FD, STATE ST BANK & TRUST CO, TRUSTEE
GCW CAPITAL LLC
GDK INC
GE MUTUAL FUNDS
GEI STOCK INDEX FUND - GE MUTUAL FUNDS
GELERT R. RAMAGE JR. AND NANCY D. RAMAGE JTRS
GENERAL BOARD OF THE GLOBAL MINISTRIES OF THE UNITED METHODIST CHURCH COLLINS HEALTH BENEFIT TRUST A/K/A GBGM COLLINS HEALTH BENEFIT TRUST LCV, CURRENT TRUSTEE
GENERAL BOARD OF THE GLOBAL MINISTRIES OF THE UNITED METHODIST CHURCH COLLINS PENSION PLAN A/K/A GBGM COLLINS PENSION PLAN LCV
GENERAL BOARD OF THE GLOBAL MINISTRIES OF THE UNITED METHODIST CHURCH ENDOWMENT FUND A/K/A GBGM ENDOWMENT FUND LCV
GENERAL BOARD OF THE GLOBAL MINISTRIES OF THE UNITED METHODIST CHURCH GENERAL FUND A/K/A GBGM GENERAL FUND LCV
GENERAL BOARD OF THE GLOBAL MINISTRIES OF THE UNITED METHODIST CHURCH'S COLLINS PENSION PLAN
GENERAL BUILDING LABORERS' LOCAL 66 LCV
GENERAL CIGAR RETIREMENT TRUST, JOSEPH C AIRD, TRUSTEE
GENERAL DYNAMICS CORPORATION VEBA TRUST, THE NORTHERN TRUST COMPANY, TRUSTEE
GENERAL DYNAMICS LAND SYSTEMS RETIREE BENEFITS TRUST, THE NORTHERN TRUST COMPANY, TRUSTEE
GENERAL ELECTRIC COMPANY
GENERAL ELECTRIC MT
GENERAL ELECTRIC PENSION TRUST, CURRENT TRUSTEE
GENERAL MOTORS HOURLY-RATE EMPLOYEE PENSION TRUST (GMHREP TRUST), STATE STREET BANK AND TRUST COMPANY, TRUSTEE
GEOFFREY B FITZGERALD SR AND CAROL E FITZGERALD
GEOFFREY C LLOYD REC TRUST L-176, GEOFFREY C. LLOYD, TRUSTEE
GEOFFREY DAWSON
GEORGE A.P. WALLACE 1999 REV TR, CURRENT TRUSTEE
GEORGE B. KAISER
GEORGE BLOSSOM III TRUST K3-3219IA2, GEORGE W BLOSSOM III, TRUSTEE

GEORGE BUCKMAN TRUST U/A/D 08/26/88, GEORGE BUCKMAN, TRUSTEE
GEORGE D VEON TRUST U/A DTD 10/03/01, GEORGE D VEON, TRUSTEE
GEORGE DRAPEAU, III
GEORGE E ANDERSON REV LIV TRUST U/A, GEORGE E ANDERSON, TRUSTEE
GEORGE E. KEELER
GEORGE EASTMAN HOUSE INC ENDOWMENT FUND
GEORGE HENRY KALBERER
GEORGE JOHNSON
GEORGE LICHTENSTEIN
GEORGE LONGLAND JR IRA, FCC, CUSTODIAN
GEORGE M. MOSS
GEORGE MICHAEL ECKERT, ESQ.
GEORGE MUNROE ENDICOTT TRUST FBO ELIZABETH E. RANDS, WILLIAM C RANDS III, TRUSTEE
GEORGE S NOWIK TRUST UA 02/06/01, GEORGE S. NOWIK, TRUSTEE
GEORGE W B ROBERTS TRUST FBO CHILDREN
GEORGE W BLOSSOM III
GEORGE W THOMS TRUST B, BANK OF AMERICA, N.A., TRUSTEE
GEORGE WALLACE
GEORGE WILLIAM BUCK SEP-IRA DTD 4/8/93, CHARLES SCHWAB & CO INC, CUSTODIAN
GEORGEANN S. BLAHA T/U/D, GEORGEANN S. BLAHA A/K/A GEORGEANN SCHELLENGER, TRUSTEE
GEORGETOWN PREPATORY SCHL INC
GEORGIA DEPARTMENT OF REVENUE
GEORGIA M. JOHNSON
GEORGIA MUNICIPAL EMPLOYEE BENEFIT SYSTEM PENSION PLAN GEORGIA MUNICIPAL ASSOCIATION
GERALD BENJAMIN
GERALD E. GRIEVE
GERALD J MCCARTHY IRA ROLLOVER, CHARLES SCHWAB & CO INC, CUSTODIAN
GERALD KRZYWDZINSKI AND DORIS A KRZYWDZINSKI JT TEN
GERALD W THIEL TRUST U/A DTD 10/20/1999, GERALD W THIEL, TRUSTEE
GERALD W. AGEMA
GERALD W. AGEMA AND MARCIA L. AGEMA
GERALD W. AGEMA REVOCABLE TRUST, GERALD W AGEMA, TRUSTEE
GERALDO RIVERA
GERALDO RIVERA R/O IRA, STERNE AGEE & LEACH INC, CUSTODIAN
GERDA SCHILD
GGCP, INC. F/K/A GABELLI FUNDS, INC. (GABELLI ABC FUND)
GGCP, INC. F/K/A GABELLI FUNDS, INC. (GABELLI FUNDS INC)
GGCP, INC. F/K/A GABELLI FUNDS, INC. (GABELLI)
GGCP, INC. F/K/A GABELLI FUNDS, INC. (THE GABELLI ASSET FUND)
GGCP, INC. F/K/A GABELLI FUNDS, INC. (THE GABELLI EQUITY INC FD)
GGCP, INC. F/K/A GABELLI FUNDS, INC. A/K/A GABELLI GLOBAL MULTIMEDIA TRUST INC.
GIBSON FAMILY TRUST, FRANKLIN L GIBSON & KAREN C GIBSON, TRUSTEES

GIDWITZ ART VENTURES
GIDWITZ FAMILY LIMITED PARTNERSHIP
GILA RIVER INDIAN COMMUNITY
GILBERT LANOFF TRUST UA DTD 9/9/1988, GILBERT LANOFF, TRUSTEE
GINA MAZZAFERRI AND THOMAS PERRY
GINKGO INVESTMENTS LLC, A PARTNERSHIP
GJD PARTNERS L.P.
GLADYS G. COFRIN TRUST, US BANK, TRUSTEE
GLADYS SMITH HAYES TESTAMENTARY TRUST 12/3/1987, W L JACK EDWARDS, TRUSTEE
GLADYS SMITH HAYES TESTAMENTARY TRUST U/A DTD 12-03-1987, PATSY HAYES EDWARDS, GLADYS SMITH HAYES, TRUSTEES
GLASSELL, ALFRED C. III, INDIVIDUALLY AND AS ACTING TRUSTEE AND BENEFICIARY OF ALFRED C. GLASSELL, JR. CHILDREN'S TRUST FOR ALFRED C. GLASSELL, III
GLASSMAN GRANDCHILDREN IRR TRUST UAD 07/21/1999, CURRENT TRUSTEE
GLEN W BELL, MARTHA BELL, BELL FAMILY TRUST, GLEN W BELL, KATHLEEN BELL, MARTHA BELL, TRUSTEES
GLENN A KILLOREN TRUST UAD 12/27/85, GLENN A KILLOREN, TRUSTEE
GLENN FAMILY TRUST U/A DTD 04-03-96, WILLIAM R GLENN, CAROLE L GLENN, TRUSTEE
GLENVIEW STATE BANK
GLOBAL EQUITY ENHANCED INDEX FUND
GLOBAL SEC. CP/CDS GLOBAL SECURITIES CORP.
GLORIA TRUDMAN TRUST, GLORIA TRUDMAN, TRUSTEE
GLORYA KAUFMAN SURVIVOR'S TRUST, JUDY MARSHALL, TRUSTEE
GM PROMARK LARGE CAP BLEND FUND
GMP (BROBBZ) RE GREENWICH CAP
GOLDENHAWK PARTNERS LP
GOLDENTREE MASTER FUND II, LTD.
GOLDENTREE MASTER FUND LTD.
GOLDENTREE MULTISTRATEGY LTD
GOLDENTREE MULTISTRATEGY OFFSHORE FUND
GOLDMAN SACHS 1997 EXCHANGE 6823 PLACE FUND L.P.
GOLDMAN SACHS 1997 EXCHANGE PLACE FUND, L.P.
GOLDMAN SACHS 1999 EXCHANGE PLACE FUND, L.P.
GOLDMAN SACHS 2005 EXCHANGE PLACE FUND, L.P.
GOLDMAN SACHS EXECUTION & CLEARING, L.P.
GOLDMAN SACHS EXECUTION & CLEARING, L.P. F/K/A SPEAR LEEDS AND KELLOGG
GOLDMAN SACHS INTERNATIONAL
GOLDMAN SACHS VARIABLE INSURANCE TRUST, CURRENT TRUSTEE
GOLDMAN, SACHS & CO., IN ITS INDIVIDUAL AND CUSTODIAL CAPACITIES
GOLDSHER INVESTMENT CO INC
GOOD STEWARD TRADING COMPANY SPC
GOODMAN TRUSTS TIC 8G-380, CUSTODIAN, ERNEST GOODMAN, TRUSTEE
GOODRICH CORP, AS PLAN ADMINISTRATOR FOR THE GOODRICH CORPORATION MASTER TRUST FOR QUALIFIED EMPLOYEE BENEFIT PLANS, CURRENT TRUSTEE

GOODRICH CORPORATION EMPLOYEES' SAVINGS PLAN
GORDON T FORD TRUST U/A/D 04/24/72, ROBERT L HERITIER, RICHARD R MULLANEY, RANDOLPH C PASCHKE, TRUSTEES
GOVERNING COUNCIL OF THE UNIVERSITY OF TORONTO
GOVERNMENT OF SINGAPORE INVESTMENT CORPORATION PTE, LTD.
GOVERNMENT PENSION INVESTMENT FUND, JAPAN
GPC LIX LLC
GPC LVIII LLC
GPC LX LLC
GPU, INC
GRACE I. SPIER
GRACE M MITCHELL
GRAFF VALVE & FITTINGS CO. EMPLOYEES PROFIT SHARING PLAN 2 UAD 6/30/85, PHILIP GRAFF, MICHAEL GRAFF, TRUSTEES
GRAHAM CAPITAL PARTNERSHIP I, LP
GRAHAM EQUITY BASKETS TRADING LTD.
GRAHAM EVENT DRIVEN LTD. A/K/A GRAHAM CAPITAL MANAGEMENT, LIMITED PARTNERSHIP
GRAHAM FAMILY GROWTH PARTNERSHIP LCV
GRAMMEL JOINT LIVING TRUST U/A DTD 5/24/00, JOHN E GRAMMEL, MARY C. GRAMMEL, TRUSTEES
GRANTHAM, MAYO, VAN OTTERLOO & CO. LLC
GRAPHIC ARTS JOINT PENSION TRUST, JOHN PRICE, TRUSTEE
GREATBANC TRUST COMPANY
GREAT-WEST S&P 500 INDEX FUND F/K/A MAXIM S&P 500® INDEX PORTFOLIO
GREAT-WEST STOCK INDEX FUND F/K/A MAXIM STOCK INDEX PORTFOLIO F/K/A MAXIM SERIES FUND, INC.
GREEN CENTURY USA GREEN CENTURY CAPITAL MANAGEMENT
GREEN FOREST INVESTMENTS LIMITED
GREEN FOREST TRUST, HSBC GUYERZELLER TRUST COMPANY AG, TRUSTEE
GREGORY D WIDRIG
GREGORY D WIDRIG IRA ROLLOVER FIDELITY MANAGEMENT TRUST CO CUST
GREGORY J CAPUTO AND ELLEN P CAPUTO
GREGORY J MARCIANO
GREGORY L MOLOZNIK
GREGORY L. MOLOZNIK AND JULIE M. MOLOZNIK
GREGORY REYETMAN
GREGORY REYFTMANN
GREGORY S SIMKO
GREGORY S SIMKO IRA ROLLOVER FIDELITY MANAGEMENT TRUST CO CUST
GREGORY SMITH
GREGORY W. WARMUTH
GRIFFITH PATRICK MADIGAN UTMA WI, GRIFFITH E. MADIGAN, CUSTODIAN
GRYPHON HIDDEN VALUES VIII L.P.
GRYPHON HIDDEN VALUES VIII LTD
GS 1999 EXCHANGE PLACE 6823 FUND LP
GS 2005 EXCHANGE PLACE FUND
GS 2005 EXCHANGE PLACE FUND 6823 LP (FEEDER 2005)
GS FINANCIAL MARKETS

GS INVESTMENT STRATEGIES LLC (LIBERTY HARBOR MASTER FUND I, LP)
GSA CAPITAL INTERNATIONAL MASTER FUND LIMITED
GUARDIAN
GUARDIAN VC 500 INDEX FUND
GUARDIANS OF NEW ZEALAND SUPERANNUATION GV
GUGGENHEIM (GOLDEN TREE ASSET MANAGEMENT, LP)
GUGGENHEIM PORTFOLIO COMPANY XXXI LLC
GUGGENHEIN PORTFOLIO LIX, LLC
GUIDEMARK LARGE CAP VALUE FUND F/K/A ASSETMARK LARGE CAP VALUE FUND
GUIDESTONE FUNDS (EQUITY INDEX FUND)
GUIZHI LIANG & YONGHUI YANG
GULCO CORPORATION
GULLEY FAMILY TRUST U/A 7/27/00, PATSY J GULLEY, TRUSTEE
GURDON H. METZ
GUS G HARTOONIAN IRA, A G EDWARDS & SONS C/F
GUY W RUSSELL AND AIJA A RUSSELL
GWENDOLYN G. BABCOCK
GWINNETT COUNTY BOARD OF EDUCATION RETIREMENT SYSTEM
H G BARKHAUSEN TRUST 12/20/34, CURRENT TRUSTEE
H H HOWARD TRUST FOR L H SELBY, BANK OF AMERICA, N.A., TRUSTEE
H JUNE WIDRIG IRA ROLLOVER FIDELITY MANAGEMENT TRUST CO CUST
H. ROBERT HOLMES IRA, FCC, CUSTODIAN
H.M. PAYSON & CO.
HACH SCIENTIFIC FOUNDATION
HAIDEE W FLINDERS
HAIG KEROPIAN & ROSANNE KEROPIAN REVOCABLE TRUST UA 07/09/97, HAIG KEROPIAN, ROSANNE KEROPIAN, TRUSTEES
HALCYON DIVERSIFIED FUND L.P. F/K/A/ HALCYON SPECIAL SITUATIONS, L.P.
HALCYON DIVERSIFIED FUND LP
HALCYON FUND LP
HALCYON MASTER FUND LP F/K/A HALCYON OFFSHORE ENHANCED MASTER FUND LP
HALCYON OFFSHORE FUND LTD.
HALIFAX INTERNATIONAL INVESTMENT NORTH AMERICAN FUND, THE ROYAL BANK OF SCOTLAND AS DEPOSITARY
HALLIBURTON CO.
HALL-PERRINE FOUNDATION
HALPS 51/BSH, LLC A/K/A BSH, LLC
HAMMOND FAMILY TRUST U/A/D 02-11-1988, PAUL THEODORE HAMMOND, KAREN HAMMOND, TRUSTEES
HAMPTON UNIVERSITY ENDOWMENT
HANNA JONAS MILLER
HANNAH GOLLIN
HANNAH SMITH TRUST, ALISON S ANDREWS, TRUSTEE
HANOVER CORPORATION
HARBOR CAPITAL ADVISORS LCV
HARBOR CAPITAL GROUP TRUST
HARBOR MID CAP VALUE FUND
HAREWOOD ASSET MANAGEMENT (US) INC. F/K/A COOPER NEFF ADVISORS, INC.
HARMONY INVESTMENT MANAGEMENT LLC

HAROLD E MICKENS
HAROLD E MICKENS ROLLOVER IRA, SCOTTRADE INC, CUSTODIAN
HAROLD K.L. CASTLE FOUNDATION
HAROLD R. LIFVENDAHL TRUST U/A/D 9/7/1988, THE NORTHERN TRUST COMPANY AND HAROLD R LIFVENDAHL, AS CO-TRUSTEES
HARRIET H GLASSPIEGEL DL TRUST U/A DTD 6/21/89, HARRY H GLASSPIEGEL, TRUSTEE
HARRIET ROBINSON 1999 TRUST U/A DTD 06/11/1999, HARRIET ROBINSON, TRUSTEE
HARRIET ROBINSON TRUST, MR. AND MRS. MARVIN ROBINSON, TRUSTEES
HARRINGTON BISCHOF TRUST DTD 9/15/97, HARRINGTON BISCHOF, TRUSTEE
HARRIS CORPORATION MASTER TRUST A/K/A HARRIS CORP. RETIREMENT TRUST, CURRENT TRUSTEE
HARRISON R. AND CLARE HORAN
HARSCO PENSION & PROFIT SHARING FUND LCV
HART FAMILY TRUST DTD 04/23/92, WILLIAM HART, ERICA HART, TRUSTEES
HARTFORD INDEX HLS FUND
HARTFORD LIFE INSURANCE COMPANY (SEPARATE ACCOUNT B)
HARVARD MANAGEMENT CO.
HARVEST AA CAPITAL LP
HARVEST CAPITAL LP
HARVEST FOUNDATION
HARVEY B. PLOTNICK DECLARATION OF TRUST 6321 UA MAR 16 88, HARVEY B. PLOTNICK, TRUSTEE
HARVEY BOOKMAN
HARVEY CANTER IRA CONTRIBUTORY, CHARLES SCHWAB & CO INC, CUSTODIAN
HARVEY MUDD COLLEGE
HARVEY R. HELLER
HATABAH LTD.
HAVENS PARTNERS ENHANCED FUND, L.P.
HAVENS PARTNERS, L.P.
HAWAII DENTAL SERVICE
HAYWOOD SECURITIES, INC.
HAZEL C HOUGH
HC CAPITAL TRUST (F/K/A THE HIRTLE CALLAGHAN TRUST) - THE VALUE EQUITY PORTFOLIO, ROBERT ZION, TRUSTEE
HCA, INC. MASTER RETIREMENT TRUST, CURRENT TRUSTEE
HCK ENTERPRISES INC PSP UAD 9/15/93, HENRY KUNKEL, HENRY JOHN KUNKEL, TRUSTEES
HE & FANG 2005 REV LIVING TRUST, ZHENGXU HE, YING FANG, TRUSTEES
HEADWATERS HOLDINGS LLC
HEALTH RESOURCE GRP INC 401K PSP, DRS BRUNNER/BURTON, TRUSTEES
HEALTHCARE GEORGIA INC
HEARST EQUITY APPRECIATION PLAN
HEDGEHOG CAPITAL LLC
HEDONIC CAPITAL LLC
HELEN BROWN, JEAN SAMOS & GAIL SAMOS JOHNSON
HELEN BUTTENWIESER TRUST 7/28/38, LAWRENCE B. BUTTENWIESER, TRUSTEE
HELEN D HOKE LIVING TRUST UA 06-16-1994, HELEN D HOKE, TRUSTEE

HELEN GARLAND TRUST NO. 2 (FOR GWENDOLYN GARLAND BABCOCK), SUSAN BABCOCK, JEFFREY CHANDLER, CAMILLA CHANDLER FROST, ROGER GOODAN, WILLIAM STINEHART, JR., JUDY C. WEBB, WARREN B. WILLIAMSON, TRUSTEES
HELEN GARLAND TRUST NO. 2 (FOR HILLARY DUQUE GARLAND), SUSAN BABCOCK, JEFFREY CHANDLER, CAMILLA CHANDLER FROST, ROGER GOODAN, WILLIAM STINEHART, JR., JUDY C. WEBB, WARREN B. WILLIAMSON, TRUSTEES
HELEN GARLAND TRUST NO. 2 (FOR WILLIAM M. GARLAND III), SUSAN BABCOCK, JEFFREY CHANDLER, CAMILLA CHANDLER FROST, ROGER GOODAN, WILLIAM STINEHART, JR., JUDY C. WEBB, WARREN B. WILLIAMSON, TRUSTEES
HELEN GROSSMAN TRUST U/A/D 09/08/99, LAURIE H. WEAVER, TRUSTEE
HELEN HOUGH FEINBERG
HELEN K DOHM IRA, FCC, CUSTODIAN
HELENA RUOTSALAINEN
HENRY & MARY JO RAY
HENRY ALIG SPURGEON
HENRY C BORSKI AND SHARYN L BORSKI
HENRY CARSON JACKSON IRREVOCABLE MANAGEMENT TRUST UA 12-17-96, TRUST B, H. CARSON JACKSON JR, CHERRY SUE JACKSON, TRUSTEES
HENRY CARSON JACKSON TRUST U/W IRREVOCABLE MANAGEMENT TRUST UA 12-17-96, TRUST A-2, CHERRY SUE JACKSON, TRUSTEE
HENRY DAVIS HAGUE IRA FIDELITY MANAGEMENT TRUST CO CUST
HENRY FRANCIS DUPONT WINTERTHUR MUSEUM, INC.
HENRY G BARKHAUSEN TRUST 12/14/36, BMO HARRIS BANK, N.A., TRUSTEE
HENRY H CAREY IMA
HENRY H KINDLINGER IRR TR, WILLIAM HAUER, MERRILL LYNCH TRUST COMPANY, TRUSTEES
HENRY I PRIEN FAMILY TRUST, BETTY ANN PRIEN, NUBAR TASHJIAN, TRUSTEES
HENRY L ADAMIC JR
HENRY M CHANCE TRUST DTD 6/26/36 FBO H CHANCE II, STEVEN K. CHANCE AND PETER E. CHANCE, TRUSTEES
HENRY M HARPER JR TRUST UA 12/22/93, CURRENT TRUSTEE
HENRY P ALBRECHT REVOCABLE TRUST U/A 1/21/74, CURRENT TRUSTEE
HERBERT ANTHONY CLARK, JR
HERBERT G. LAU PROFIT SHARING QRP PARTICIPATION, DELAWARE CHARTER GUARANTEE & TRUST, TRUSTEE
HERBERT L WASHINGTON
HERBERT SCHEIDEL LIVING TRUST U/A 2/16/05 FBO HERBERT SCHEIDEL, LEGACY TRUST COMPANY, TRUSTEE
HERBERT VANCE TRUST UAD 8/9/71, HERBERT VANCE, DOROTHY J. VANCE, TRUSTEES
HERMAN R FRIEDBERG REVOCABLE TRUST, JAMES A. FRIEDBERG, THOMAS F. FRIEDBERG, TRUSTEES
HERMAN VOLPE TRUST 01/24/92, HERMAN VOLPE, TRUSTEE
HF BARBARA J MCKENNY ADVISORY, BARBARA J MCKENNY
HFF I LLC

HFR ED SELECT PERFORMANCE MASTER TRUST ENHANCED
HFR RVA WHITEBOX MASTER TRUST F/K/A HVR RVA COMBINED MASTER TRUST, CURRENT TRUSTEE
HHS PARTNERSHIP
HIGHMARK INC
HILDA FLYNN
HIMAN BROWN TRUST UA 11/20/02 HIMAN BROWN REVOCABLE TRUST, CURRENT TRUSTEE
HNB MACRO 100
HOC GST EXEMPT TRUST NO. 2. FBO ELIZA HASKINS, SUSAN BABCOCK, JEFFREY CHANDLER, CAMILLA CHANDLER FROST, ROGER GOODAN, WILLIAM STINEHART, JR., JUDY C. WEBB, WARREN B. WILLIAMSON, TRUSTEES
HOC GST EXEMPT TRUST NO. 2. FBO JOHN HASKINS, SUSAN BABCOCK, JEFFREY CHANDLER, CAMILLA CHANDLER FROST, ROGER GOODAN, WILLIAM STINEHART, JR., JUDY C. WEBB, WARREN B. WILLIAMSON, TRUSTEES
HOC GST EXEMPT TRUST NO. 2. FBO SCOTT HASKINS, SUSAN BABCOCK, JEFFREY CHANDLER, CAMILLA CHANDLER FROST, ROGER GOODAN, WILLIAM STINEHART, JR., JUDY C. WEBB, WARREN B. WILLIAMSON, TRUSTEES
HOC TRUST NO. 2 FBO ELIZA HASKINS, SUSAN BABCOCK, JEFFREY CHANDLER, CAMILLA CHANDLER FROST, ROGER GOODAN, WILLIAM STINEHART, JR., JUDY C. WEBB, WARREN B. WILLIAMSON, TRUSTEES
HOC TRUST NO. 2 FBO JOHN HASKINS, SUSAN BABCOCK, JEFFREY CHANDLER, CAMILLA CHANDLER FROST, ROGER GOODAN, WILLIAM STINEHART, JR., JUDY C. WEBB, WARREN B. WILLIAMSON, TRUSTEES
HOC TRUST NO. 2 FBO SCOTT HASKINS, SUSAN BABCOCK, JEFFREY CHANDLER, CAMILLA CHANDLER FROST, ROGER GOODAN, WILLIAM STINEHART, JR., JUDY C. WEBB, WARREN B. WILLIAMSON, TRUSTEES
HOESLEY FAMILY LIMITED PARTNERSHIP
HOLMES FAMILY TRUST UA DTD 04/24/87, ROBERT HOLMES, TRUSTEE
HOMELAND INSURANCE COMPANY OF NEW YORK
HON HARRY F BYRD REV TRUST U/A DTD 01/25/82, HARRY F BYRD JR, THOMAS T BYRD, TRUSTEES
HONEYWELL - INCOME AND APPRECIATION HOLDINGS
HONEYWELL INTERNATIONAL INC. MASTER RETIREMENT TRUST, CURRENT TRUSTEE
HONG KONG MONETARY AUTHORITY
HONG KONG SPECIAL ADMINISTRATIVE REGION GOVERNMENT - EXCHANGE FUND
HORACE W. HOWELLS
HORIZON GOLDEN PARTNERS L P
HORIZON PARTNERS
HORIZON TRUST & INVESTMENT MANAGEMENT
HORWITZ CHARITABLE FUND
HOUGH FAMILY FOUNDATION INC
HOUSTON ENDOWMENT, INC.
HOWARD BERKOWITZ
HOWARD F. AHMANSON JR. REVOCABLE TRUST, HOWARD F. AHMANSON, JR., THE NORTHERN TRUST COMPANY, TRUSTEES

HOWARD J. TRIENENS, HOWARD J. TRIENENS TRUST DATED 9-18-91, HOWARD J. TRIENENS, TRUSTEE
HOWARD JAY KIRSCHBAUM
HOWARD L WEINSTEIN TRUST, CURRENT TRUSTEE
HOWARD L. WEINSTEIN
HOWARD M ROSS AND JACQUELYN ROSS
HOWARD R & HARRIETTE E REUTER EXEMPTION TRUST UA 01/06/95, HARRIETTE E REUTER, TRUSTEE
HOWARD RESNICK IRA, FIDELITY MANAGEMENT TRUST CO, CUSTODIAN
HOWARD SHULKES RESIDUARY CREDIT TRUST U/A DTD 09/20/1991, MYRA SHULKES, TRUSTEE
HOWE BARNES HOEFER & ARNETT, INC. EMPLOYEES' PROFIT SHARING PLAN, WILMINGTON TRUST RETIREMENT AND INSTITUTIONAL SERVICES COMPANY, TRUSTEES
HOWE BARNES INVESTMENT, INC. EMPLOYEES' PROFIT SHARING PLAN SECURITY TRUST COMPANY N.A.
HOWELLS FAMILY GST, GURDON H. METZ, TRUSTEE
HOWELLS FAMILY GST, WILLIAM DEAN HOWELLS, TRUSTEE
HSBC BANK PLC
HSBC GLOBAL ASSET MANAGEMENT F/K/A HSBC BANK PLC GLOBAL INVESTOR SERVICES
HSBC SECURITIES (USA) INC.
HSBC SECURITIES CANADA
HSUEH-MEI PU
HUDSON BAY FUND LP
HUDSON BAY MASTER FUND LTD
HUFFMAN FAMILY FOUNDATION
HUGH F FAGAN
HUGH LAWSON BROWN & ERLINE P. BROWN HUNTINGTON
HUNTINGTON MACRO 100 FUND
HUNTINGTON NATIONAL BANK
HUNTINGTON R /CHARLES HUNTINGTON
HUNTINGTON R B/ANNA H DEMING
HURRICANE FUND I - IMA
HUSSMAN STRATEGIC GROWTH FUND A/K/A THE HUSSMAN INVESTMENT TRUST, JOHN P. HUSSMAN, TRUSTEE
HYDE PARK SAVINGS BANK/H.P. SECURITY CORP.
HYMAN F BLUM
HYMF LTD DE SHAW OCULUS PORT LLC - US, BSCL AS AGENT
IA UMKC COMMINGLED FD-LARGE CAP
IBEW LOCAL 103 TRUST FUND A/K/A INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 103 PENSION FUND LCV
IBEW LOCAL 57
IBEW/NECA LOCAL 124 PENSION - ALLIANCE - IBEW LOCAL UNION 124 PENSION TRUST, CURRENT TRUSTEE
IBEW-NECA EQUITY INDEX FUND
IBM 401(K) PLUS PLAN TRUST, CURRENT TRUSTEE
IBM CANADA LIMITED
IBM PERSONAL PENSION PLAN TRUST, CURRENT TRUSTEE
IBM RETIREMENT FUNDS

IBM TAX DEFERRED SAVINGS PLAN
ICAP CORPORATES LLC
ICCREA BANCA SPA - EUROPE (RB9999)
ICE BEAR INCORPORATED
IDAHO TRUST BANK
IGLESIA METODISTA DEL PERU - GENERAL BOARD OF GLOBAL MINISTRIES, UMC
ILLINOIS MUNICIPAL RETIREMENT FUND
ILLINOIS STATE BOARD OF INVESTMENT
ILLINOIS STUDENT ASSISTANCE COMMISSION
IMPERIUM INSURANCE COMPANY F/K/A DELOS INSURANCE COMPANY
INARCASSA U.S. STRUCTURED EQUITY
INDEX 500 FUND, A SERIES OF PENN SERIES FUND, INC.
INDIAN POINT QUALIFIED NDT INVESTMENT POOL C-O MELLON GSS
INDIANA TEACHERS' RETIREMENT FUND A/K/A INDIANA STATE TEACHERS' RETIREMENT FUND
ING BELGIUM, SA
ING CAPITAL LLC
ING CORPORATE LEADERS 100 FUND F/K/A INDEXPLUS LARGE CAP FUND F/K/A ING INDEX PLUS LARGE CAP EQUITY
ING INDEX PLUS LARGE CAP EQUITY FUND IV
ING INVESTMENT TRUST CO. ENHANCED CORE EQUITY COMMON TRUST FUND
ING INVESTMENT TRUST COMPANY
ING INVESTORS TRUST (ING US STOCK INDEX PORTFOLIO)
ING T. ROWE PRICE EQUITY INCOME PORTFOLIO, A SERIES OF ING INVESTORS TRUST
ING U.S. STOCK INDEX PORTFOLIO F/K/A ING STOCK INDEX PORTFOLIO (ING INVESTORS TRUST)
ING VALUE CHOICE FUND F/K/A ING LARGE CAP VALUE FUND (ING INVESTORS TRUST)
INJA LEW CGM IRA, STATE STREET BANK AND TRUST COMPANY, CUSTODIAN
INKA MBH A/K/A INTERNATIONALE KAPITANAGESGESELLSCHAFT MBH A/K/A HSBC INKA
INNOVEST- SIEMENS EQUITY NORT
INSTITUTIONAL BENCHMARKS SERIES (MASTER FEEDER) LIMITED I/R/O GLAZER MERGER ABRITRAGE SER AMUNDI INVESTMENT SOLUTIONS AMERICAS LLC (F/K/A CASAM ADVISORS LLC/LYRA CAPITAL LLC)
INSTITUTIONAL BENCHMARKS SERIES MASTER FEEDER LIMITED - IZAR SERIES OLYMPIA CAPITAL INTERNATIONAL INC
INSTITUTIONAL BENCHMARKS SERIES MASTER FEEDER LIMITED MATAR SERIES OLYMPIA CAPITAL INTERNATIONAL INC
INSTITUTIONAL BENCHMARKS SERIES MASTER FUND, LTD.
INSTITUTIONAL MANAGED US EQUITY
INSURANCE TRUST U/A 4/25/67 FBO SHELDON COOPER, SHELDON COOPER, TRUSTEE
INTEL CORPORATION
INTELLIGENCE RESEARCH GROUP CORP. TRUST DATED 12/11/75, FRANK MANCINI, TRUSTEE
INTERACTIVE BROKERS GROUP
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 25 MASTER TRUST PLANS

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 357 PENSION TRUST FUND, ZENITH ADMINISTRATORS, INC, TRUSTEE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 98 PENSION PLAN MV
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS PENSION BENEFIT FUND
INTERNATIONAL BUSINESS MACHINES CORPORATION
INTERNATIONAL MONETARY FUND RETIRED STAFF BENEFITS INVESTMENT ACCOUNT
INTERNATIONAL MONETARY FUND STAFF RETIREMENT PLAN
INTERNATIONAL PAINTERS AND ALLIED TRADES INDUSTRY PENSION FUND A/K/A
INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED TRADES UNION & INDUSTRY PENSION FUND A/K/A INTERNATIONAL UNION PAINTERS & ALLIED TRADES INDUSTRY PENSION FUND
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 825 PENSION FUND
INTERNATIONAL VALUE FUND OF DIMENSIONAL FUNDS
INTERSIL EQUITY INC FUND, T. ROWE PRICE TRUST CO, TRUSTEE
INTL PROGRAM TRADES PROGRAMS AVERAGE PRICE #1
INVENIO PARTNERS LP
INVESCO ASSET MANAGEMENT (JAPAN) LTD.
INVESCO EQUALLY-WEIGHTED S&P 500 FUND F/K/A MORGAN STANLEY EQUALLY-WEIGHTED S&P 500 FUND
INVESCO S&P 500 INDEX FUND
INVESCO S&P 500 INDEX FUND F/K/A MS S&P 500 INDEX FUND
INVESCO V.I. S&P 500
INVESCO V.I. SELECT DIMENSIONS EQUALLY-WEIGHTED S&P 500 FUND
INVOC, WILMINGTON TRUST COMPANY, CUSTODIAN
IOLAIRE INVESTORS LIMITED PARTNERSHIP
IPAC ASSET MANAGEMENT
IRA WILLIS BAKER, JR
IRENE M F SEWELL AND TIMOTHY A SEWELL
IRENE M. FREUTEL REV TRUST U/A DTD 04/28/2001, IRENE M. FREUTEL, TRUSTEE
IRENE PAGE
IRIS A . MILLER REVOCABLE TRUST U/A/D 12/31/1989, IRIS A MILLER, TRUSTEE
IRIS B. MAHONEY REV TRUST U/A/D 04/10/98, PAUL M. MAHONEY, TRUSTEE
IRIS ELSTON 5/30/95 TRUST, CURRENT TRUSTEE
IRON WORKERS LOCAL 16 PEN FD LSV
IRONWORKERS-LABORERS PENSION PLAN OF CUMBERLAND MD UAD 8/1/1965, CURRENT TRUSTEE
IRVING & VARDARABIN 1992 REVOCABLE TRUST, IRVING RABIN, VARDARABIN, TRUSTEES
IRVING S. GILMORE FOUNDATION LCV
IRWIN GROSSINGER TRUST DTD 9/1/65, CAROLINE GROSSINGER, SHARON GROSSINGER, TRUSTEES
IRWIN WALLSHEIN IRA, FIDELITY MANAGEMENT TRUST CO CUST
ISABEL B. YOUNG BALANCED ADVISORY

ISABELLA LAUDE AND WALTER LAUDE
ISABELLA M LAUDE TRUST U/A 8/24/10, ISABELLA LAUDE PHD TRUSTEE
ISHARES DOW JONES U.S. CONSUMER SERVICES SECTOR INDEX FUND
ISHARES DOW JONES U.S. TOTAL MARKET INDEX FUND
ISHARES MORNINGSTAR MID VALUE INDEX FUND
ISHARES MSCI KLD 400 SOCIAL INDEX FUND
ISHARES NYSE COMPOSITE INDEX FUND
ISHARES RUSSELL 1000 INDEX FUND
ISHARES RUSSELL 1000 VALUE INDEX FUND
ISHARES RUSSELL 3000 INDEX FUND
ISHARES RUSSELL 3000 VALUE INDEX FUND
ISHARES RUSSELL MIDCAP INDEX FUND
ISHARES RUSSELL MIDCAP VALUE INDEX FUND
ISHARES S&P 500 INDEX FUND
ISHARES S&P 500 VALUE INDEX FUND
ISHARES S&P GLOBAL CONSUMER DISCRETIONARY SECTOR INDEX FUND
ITG INC. F/K/A INVESTMENT TECHNOLOGY GROUP, INC.
ITT CORPORATION
IUOE LOCAL 138 LCV
IUOE LOCAL 14-14B PENSION FUND
J BOURNE TR-IMA, CURRENT TRUSTEE
J CHRISTOPHER REYES
J D DECKER TRUST 12/14/67 SD KING ET, BANK OF AMERICA, N.A., TRUSTEE
J MCWETHY I/T SHRD
J SANFORD TRUST CHILDREN/ADA, BANK OF AMERICA, N.A., TRUSTEE
J SANFORD TRUST CHILDREN/MASON, BANK OF AMERICA, N.A., TRUSTEE
J SANFORD TRUST CHILDREN/WILLIAM, BANK OF AMERICA, N.A., TRUSTEE
J&M MARSHALL TRUST AND M.B. MARSHALL TRUST, MAXINE MARSHALL, TRUSTEE
J&M TRUST UA DATED 07/23/1992, ROBERT N. MOHR, SUCCESSOR TRUSTEE
J. ALEX ORB ACCT B
J.J.B. HILLIARD, W.L. LYONS LLC
J.M. SMUCKER COMPANY LCV
J.P. MORGAN CLEARING CORP.
J.P. MORGAN SECURITIES LLC F/K/A BEAR STEARNS & CO. INC.
J.P. MORGAN SECURITIES LLC F/K/A J.P. MORGAN SECURITIES INC. A/K/A JP MORGAN SECURITIES
J.P. MORGAN SECURITIES LTD.
J.P. MORGAN SECURITIES, LLC F/K/A J.P. MORGAN SECURITIES INC.
J.P. MORGAN WHITEFRIARS INC.
J.P. MORGAN WHITEFRIARS INC. (A/C MARGIN)
J.P. MORGAN WHITEFRIARS INC. (WHFR-MGN PT)
JACK D. MCMANUS AND JOHN R. MCMANUS
JACK E. MEADOWS
JACK L RASMUSSEN LIVING TRUST UA 01 12 83, JACK L RASMUSSEN, TRUSTEE
JACK M ROSENBERG, A G EDWARDS & SONS C/F SEP-IRA
JACK R. MCDONALD CGM IRA, STATE STREET BANK AND TRUST COMPANY, CUSTODIAN
JACK S LITZ DDS LTD PENSION AND PROFIT SHARING TRUST DTD 2/1/79

JACK V SECORD IRA, FCC, CUSTODIAN (PILOT PLUS)
JACK WITKOWSKY MARITAL TRUST, IRIS S WITKOWSKY, JACK WITKOWSKY, TRUSTEES
JACKSON CAPITAL, L.P. A/K/A JACKSON CAPITAL PTRS,LP-MAIN-PL
JACKSON FAMILY TRUST UA DTD 9/30/1994, VICKI LYNN AARON, TRUSTEE
JACKSONVILLE PLUMBERS AND PIPEFITTERS PENSION FUND
JACQUELINE ADLER WALKER
JACQUELINE E AUTRY, AUTRY COMMUNITY PROPERTY TRUST, U/A DTD 03/15/1985, JACQUELINE E AUTRY, TRUSTEE
JACQUELINE S PHELAN TRUST U/A DTD 12/12/83 FBO J PHELAN, TERYL PHELAN, TRUSTEE
JACQUELINE S. ARONSON
JACQUELYN ROSS ROTH IRA, NATIONAL FINANCIAL SERVICES LLC/FIDELITY MANAGEMENT TRUST CO, CUSTODIAN
JACQUES HOCHGLAUBE MD PC EMPLOYEE PROFIT SHARING PLAN U/A DTD 8/15/75, JACQUES HOCHGLAUBE, TRUSTEE
JACUZZI BRANDS, INC. D/B/A REXNORD-ZURN HOLDINGS, INC.
JADE KEY ENTERPRISES, LTD.
JAMES 2 18 FOUNDATION
JAMES A CRUMLEY
JAMES A MAC GEORGE II
JAMES A SCHEROCMAN IRA, FCC, CUSTODIAN
JAMES B KAISER TRUST U/A/D 12/16/75 AMENDED 2/4/86, JAMES B KAISER, TRUSTEE
JAMES B KERR III AND JULIE M KERR JT TEN
JAMES B KERR III TRUST U/W AGNES R KERR DTD 7/2/1977, JAMES B KERR III, TRUSTEE
JAMES B SLOAN IRA R/O, JAMES SLOAN, CUSTODIAN
JAMES C WARREN
JAMES C. DONAHUE AND SUZAN ALTAN
JAMES C. DOWDLE REVOCABLE INSURANCE TRUST U/A/D 4/15/1983, JAMES C DOWDLE, TRUSTEE
JAMES CHAN
JAMES D ARONSON 401 K PL U/A DTD 01/01/2003 FBO JAMES ARONSON, JAMES ARONSON, TRUSTEE
JAMES DIETZ
JAMES E BOLIN
JAMES E CUSHING JR AND THERESE M CUSHING
JAMES E MURRAY AND CHERYL L MURRAY
JAMES E PEARSON
JAMES E. HANNIGAN AND SUSAN M. HANNIGAN
JAMES EDWARD GLYNN
JAMES F KERR JR. AND NANCY E KERR JT WROS
JAMES F POLK TRUST U/A DTD 12/13/1989, JEFFREY J. APPLEBY, TRUSTEE
JAMES F PRUYN
JAMES F. HOGE JR.
JAMES FRANKLIN HOLDERMAN
JAMES G REILLY FAMILY TRUST U/A DTD 08/05/97, MICHAEL J REILLY, TRUSTEE
JAMES G UP DE GRAFF TRUST U/A 01/15/04, JAMES G UP DE GRAFF, TRUSTEE
JAMES GLYNN IRA ROLLOVER FIDELITY MANAGEMENT TRUST CO CUST

JAMES H. BEATTY
JAMES H. KIMBERLY AND ELIZABETH O. KIMBERLY
JAMES K GOODLAD IRA, MERRILL LYNCH, PIERCE, FENNER & SMITH, CUSTODIAN FPO
JAMES KING AND JUDIE KING
JAMES L FAUST REVOCABLE TRUST U/A/ DATED 11/11/1993, JAMES L FAUST, TRUSTEE
JAMES L SILVERSTEIN FAMILY TRUST U/A DTD 02/14/1996, JAMES L SILVERSTEIN, TRUSTEE
JAMES L. LOCKWOOD
JAMES L. SIEPMAN, JR
JAMES M CHMEL
JAMES M KEVRA AND LINDA JOHNSON KEVRA
JAMES M KEVRA IRA ROLLOVER FIDELITY MANAGEMENT TRUST CO CUST
JAMES M ROBERTS IRRRA, MERRILL LYNCH, PIERCE, FENNER & SMITH, CUSTODIAN FPO
JAMES M SHARP
JAMES M. LACHEY
JAMES M. READ
JAMES MARSHALL BURT, BURT JM TEST, CURRENT TRUSTEE
JAMES MATEJA
JAMES O. ASHER
JAMES P HOGE REVOCABLE TRUST U/A DTD 12/19/1984, JAMES PATRICK HOGE, TRUSTEE
JAMES P ROCHE AND MARGARET E DURKIN TEN/COM
JAMES P. MOSKUN REVOCABLE TRUST (MOSKTR) JAMES P. MOSKUN, TRUSTEE
JAMES R STANGE
JAMES R. CALDWELL & YVONNE R. CALDWELL
JAMES ROTHERMEL AND MARY ROTHERMEL
JAMES S. MCDONNELL CHARITABLE TRUST A
JAMES S. MCDONNELL CHARITABLE TRUST B
JAMES T SMITH TRUST U/A DTD 10/09/1995, CURRENT TRUSTEE
JAMES THOMAS WIRTH AND EILEEN MARIE WIRTH JT TEN
JAMES V. DIETZ AND KATHRYN DIETZ
JAMES W KIRK TRUST, BANK OF AMERICA, N.A., TRUSTEE
JAMES W. DUFORD REVOCABLE TRUST U/A DTD 03/01/94, JAMES W. DUFORD, TRUSTEE
JAMES W. YING
JAMES ZERWEKH
JAMIEL ANDREW AKHTAR
JAMSHID KHALDAR AND MORAD KHALDAR JT TEN
JAN C PHILIPSBORN TRUST U/A DTD 02/12/1992, JAN C PHILIPSBORN, TRUSTEE
JANE B WHITE TRUST UA OCT 17 02, JANE B WHITE, TRUSTEE
JANE BEHREL TRUST UA 01/13/98, JANE BEHREL, TRUSTEE
JANE D. MEADOWS
JANE G. SCAM BIER TRUST UNDER AGREEMENT DATED 6/9/82, JOHN G SCAMBLER, TRUSTEE
JANE HEALY
JANE K LEE IRA, FCC, CUSTODIAN
JANE M BROWER TRUST U/A/D 11-09-1994, JANE M. BROWER, TRUSTEE
JANE MCGIVERN LEVINE
JANE ROSENTHAL HORVITZ
JANE S HOLZKAMP TRUST DATED 12/18/1998, JANE S HOLZKAMP, TRUSTEE

JANE STREET CAPITAL, LLC
JANET B BERMAN TRUST U/A DTD 04/18/1979, JANET B BERMAN, TRUSTEE
JANET L AND HENRY C BUCKINGHAM RESIDUARY TRUST DTD 10/28/99, JANET L BUCKINGHAM, HENRY C BUCKINGHAM, TRUSTEES
JANET SCHEMMEL MARITAL TRUST U/A/D 08-28-1996, JOANN L SCHAUER, TRUSTEE
JANET U EMBURY CHLN TRUST GRACE FD, BMO HARRIS BANK, N.A., TRUSTEE
JANET U EMBURY CHLN TRUST J LEY FD, BMO HARRIS BANK, N.A., TRUSTEE
JANET U EMBURY CHLN TRUST JANET FD, BMO HARRIS BANK, N.A., TRUSTEE
JANICE B YOUNG
JANICE DAVIS JOBSON
JANICE F. WINBURN
JANICE JACOBS AND ALAN H. JACOBS
JANICE M. MCGURN TRUST U/A DTD 09/22/1987, SUMMERS MCGURN, TRUSTEE
JANICE R. GRUBMAN IRA ROLLOVER, VANGUARD FIDUCIARY TRUST CO, CUSTODIAN
JANICE V HOWE TRUST U/A DTD 11-20-95, JANICE V HOWE, TRUSTEE
JANNA L GADDEN
JANNEY MONTGOMERY SCOTT INC.
JANUS
JANUS CAPITAL GROUP
JANUS CAPITAL MANAGEMENT
JAPAN POST INSURANCE CO., LTD.
JAPAN POST INSURANCE CO., LTD. DTK XXXXX-8301/POSSU2, SUMITOMO MITSUI TRUST BANK, LIMITED, TRUSTEE
JAPAN TRUSTEE SERVICES BANK
JASON A. JANIK
JASON BERNZWEIG AND MARYLYN BERNZWEIG
JASON H CAMASSAR AND CAROLYN I CAMASSAR
JAVAD RASSOULI
JAY GOLDMAN MASTER LP
JAY S. MEYSTEL TRUST DTD 5/20/82, CURRENT TRUSTEE
JEAN CURRY GLASSELL, ACTING TRUSTEE AND BENEFICIARY OF THE ALFRED C. GLASSELL JR. CHILDREN'S TRUST FOR JEAN CURRY GLASSELL
JEAN D & ALAN P JONES JR TRUST U/A DTD 12/15/2005, ALAN P JONES JR, JEAN D JONES, TRUSTEES
JEAN SHAULIS BLACK, JEAN S. BLACK TRUST, JEAN SHAULIS BLACK, TRUSTEE
JEAN T. ORB TRUST UNDER AGREEMENT DATED 1-17-90, RUSSELL T STERN JR, TRUSTEE
JEANETTE D DAY FAMILY TRUST U/A DTD 10/04/1994, JEANETTE DAY, TRUSTEE
JEANNE E FITZSIMONS 2004 TRUST U/A DTD 08/26/2004, MATTHEW B FITZSIMONS, TRUSTEE
JEANNE NAPOLITANO TRUST, CURRENT TRUSTEE
JEANNETTE C. LUCAS
JEFFERIES & COMPANY (EQUITY DERIVATIVES)
JEFFERIES & COMPANY, INC.
JEFFERIES & COMPANY, INC. (STOCK LOAN OMNIBUS ACCOUNT VS LOANET SUBSIDIARY LEDGER)

JEFFERIES & COMPANY, INC. PROPRIETARY TRADING ACCOUNT B-SIEVERS
JEFFERSON R SOLENDER
JEFFERY N WALLACE IRA ROLLOVER FIDELITY MANAGEMENT TRUST CO CUST
JEFFREY A SHELLEN VOL TRUST U/A 8/22/99, WILLIAM W SHELLEN JR, TRUSTEE
JEFFREY C NEAL
JEFFREY CHANDLER
JEFFREY MARTIN FEDYNAK UGMA/MD, DEBORAH FEDYNAK C/F
JEFFREY RISLEY
JEFFREY SCHATZ AND KIMBERLY SCHATZ
JEFFREY W BABCOCK
JENIFER B. BOOTH F/K/A JENIFER B. MCINTOSH
JENNIE KING SCAIFE
JENNIFER A DIAMOND REVOCABLE TRUST UAD 7-17-00, JENNIFER A DIAMOND, TRUSTEE
JENNIFER G HINES
JENNIFER GRUMHAUS DALY
JENNISON MID-CAP IRA ROLLOVER FIDELITY MANAGEMENT TRUST CO CUST
JERIS J BOYCE
JEROLD JAY WICHTEL
JEROME & MARIA MARKOWITZ
JEROME AND ILENE COLE FOUNDATION SC-287
JEROME BLANK, JEROME BLANK DECLARATION OF TRUST U/A DTD 9/19/96, JEROME BLANK, TRUSTEE
JEROME G. LEE
JEROME HEINE TOD SUSAN PORTELLI
JEROME KAHN JR REVOCABLE TRUST DTD 10-16-87, JEROME KAHN, TRUSTEE
JEROME M WELLS IRA, FCC, CUSTODIAN
JEROME P. MARTIN AND MELANIE M. MARTIN
JERRY J. WOLFE AND TIFFANY WOLFE TANKERSLEY
JERRY LOWER IRA R/O, AMERIPRISE TRUST CO, CUSTODIAN
JESSE LLOYD GUMA IRREV TRUST U/A DTD 7-5-96, GREG GUMA, TRUSTEE
JESSE WERTHMAN
JESSIE BALL DUPONT FUND, THE NORTHERN TRUST COMPANY, MARY HUNTLEY, EDDIE JONES JR., LEROY DAVIS, THOMAS JEAVONS, MARY PHILLIPS, CO-TRUSTEES
JESSNICK PARTNERS, L.P.
JEWISH COMMUNITY FEDERATION OF SAN FRANCISCO
JEWISH HEALTHCARE FOUNDATION OF PITTSBURGH
JG GLOBAL GROWTH FUND LTD
JHT 500 INDEX TRUST
JHT 500 INDEX TRUST B
JHT EQUITY INCOME TRUST
JHT MID VALUE TRUST
JHT SPECTRUM INCOME TRUST
JHT TOTAL STOCK MARKET INDEX TRUST
JIA XU
JIANSI MAO
JILL CUNNIFF AND TIM CUNNIFF JT WROS
JILL KAPLIN A/K/A JILL KAPLIN HERZ
JIM BARKSDALE
JIM HICKS & CO. EMPLOYEE PROFIT-SHARING PLAN, JIM HICKS, TRUSTEE
JIM WELSH
JIMMY A HANCOCK IRA A/C XXXX0794

JIMMY C PETTYJOHN JR IRREV INSURANCE TRUST DTD 02/12/2002, CURRENT TRUSTEE
JING YE AND HONG LU
JING YI WANG
JINVEST TRUST U/A DTD 1-9-93, JACK E CHAPPELL, TRUSTEE
JNL/MELLON CAPITAL MANAGEMENT S&P 500 INDEX FUND
JOAN E CLARK
JOAN ELLIS VAN LOAN
JOAN F WADE REVOCABLE TRUST U/A DTD 12/26/1996, JOAN F WADE, TRUSTEE
JOAN J. JONES
JOANNA STURM
JOANNE DESHEROW SANGER LIV TRUST U/A DTD 03/29/2004, JOANNE DESHEROW SANGER, TRUSTEE
JOANNE SCHILLER IRA, FCC, PLAN CUSTODIAN
JODY E GUNTER IRA ROLLOVER FIDELITY MANAGEMENT TRUST CO CUST
JOE FRANK
JOE YOUSRY KELADA SEP IRA, E*TRADE SECURITIES LLC, CUSTODIAN
JOEL F ZEMANS REV TRUST 1Z -51 PLDG, CUSTODIAN, JOEL ZEMANS, TRUSTEE
JOEL JAY TATOR IRA ROLLOVER, CHARLES SCHWAB & CO INC, CUSTODIAN
JOEL S MARKS REV LIV TRUST ESOP ROLLOVER U/A/D 03-30-2006, JOEL MARKS, TRUSTEE
JOHN & BETTY ALTMAN FAMILY TRUST UAD 05/16/86, JOHN M ALTMAN, BETTY ANN ALTMAN, TRUSTEES
JOHN & JOAN HUMPHREY FAMILY TRUST, CURRENT TRUSTEE
JOHN & VIRGINIA LANFRANKI TRUST U/A DTD 04/29/1989, VIRGINIA LANFRANKI, TRUSTEE
JOHN A CANNING JR REV TRUST U/A 3/15/94, JOHN A CANNING JR, TRUSTEE
JOHN A DITTMAR
JOHN A DORE AND NANCY L DORE
JOHN A MAHER AND BETTY A MAHER
JOHN A MAHER IRA ROLLOVER ACCOUNT, VANGUARD FIDUCIARY TRUST CO, CUSTODIAN
JOHN A ORB JR TRUST U/A/D 11/02/04, JOHN A ORB, TRUSTEE
JOHN A. HARRAH CHARIT REMAIN TRUST UAD 09/06/95 - GABELLI, JOHN A. HARRAH, DAVID COX, TRUSTEES
JOHN A. MCWETHY IRREVOCABLE TRUST U/A/D MAY 10, 1978, GREENLEAF TRUST, TRUSTEE
JOHN A. TOMEI
JOHN AND JANN REARDON TRUST U/A DTD 11/03/1999, JOHN E REARDON, JANN M REARDON, TRUSTEES
JOHN B LLOYD JR REV TR, JOHN B LLOYD JR, TRUSTEE
JOHN B. DIAMOND DECLARATION OF TRUST DATED APRIL 15,2010, JOHN B. DIAMOND, TRUSTEE
JOHN B. LLOYD, JR.
JOHN BIRD LLOYD '68 IRREVOCABLE TRUST, CURRENT TRUSTEE
JOHN C KARNUTH
JOHN CHELONI AND JEAN CHELONI JT TEN
JOHN D. & CATHERINE T. MACARTHUR FOUNDATION

JOHN D. LANE REVOCABLE TRUST, CURRENT TRUSTEE
JOHN DEERE PENSION TRUST, CURRENT TRUSTEE
JOHN DONLEY AND MICHELE DONLEY JT WROS
JOHN E MARTIN REVOCABLE TRUST, CURRENT TRUSTEE
JOHN E MAYASICH TRUST U/A DTD 04/23/2007, JOHN E. MAYASICH, TRUSTEE
JOHN E MCGOWAN
JOHN E MURRAY JR. AND BESSIE E MURRAY JT WROS
JOHN E REARDON
JOHN E REARDON 401(K) SAVINGS PLAN
JOHN F DONAHUE JR IRA, MERRILL LYNCH, PIERCE, FENNER & SMITH, CUSTODIAN FPO
JOHN F. BARNARD TRUST U/A/D 04/04/03, JANICE ANDERSON, JOHN F. BARNARD, TRUSTEES
JOHN F. LLEWELLYN LIVING TRUST, JOHN F. LLEWELLYN, TRUSTEE
JOHN F. MANGAN, JR.
JOHN F. PATINELLA
JOHN F. POELKING AND LAURIE H. POELKING
JOHN FOX SULLIVAN AND BEVERLY K SULLIVAN JT TEN
JOHN G DARGAN
JOHN G KOLOGI
JOHN G LINDSAY TRUST U/A DTD 10/04/2007, JOHN G LINDSAY, ANNE P LINDSAY, TRUSTEES
JOHN G. KOLOGI FIRST DATA INCENTIVE SVGS PLAN, STATE STREET BANK & TRUST COMPANY, TRUSTEE
JOHN H SEYMOUR & BARBARA M SEYMOUR TRUST UA 22-MAR-93, JOHN H SEYMOUR, BARBARA M SEYMOUR, TRUSTEES
JOHN H. PANTON AND MARY PANTON
JOHN H. RHODES
JOHN HANCOCK FINANCIAL (MANULIFE FINANCIAL)
JOHN HANCOCK FUNDS II EQUITY-INCOME FUND
JOHN HANCOCK FUNDS II INDEX 500 FUND
JOHN HANCOCK FUNDS II SPECTRUM INCOME FUND
JOHN HANCOCK FUNDS II SPI REF EQUITY INCOME TRPA 4627
JOHN HANCOCK VARIABLE INSURANCE TRUST F/K/A JOHN HANCOCK TRUST (NEW INCOME TRUST)
JOHN HOWELLS
JOHN J GROGAN IRA AMERIPRISE TRUST CO ACF
JOHN J JIGANTI
JOHN J MCDERMOTT
JOHN J MCDERMOTT AND MARY R MCDERMOTT
JOHN J MICHALEC IRA, AMERIPRISE TRUST COMPANY, CUSTODIAN
JOHN J VITANOVEC TRUST U/A DTD 12/27/1996, JOHN J VITANOVEC, KATHLEEN GEARY, TRUSTEES
JOHN J WAGNER AND ROSEMARY WAGNER JT WROS
JOHN JOSEPH CAHILL
JOHN KARNUTH AND MARLENE KARNUTH

JOHN L MILNER REV TRUST UAD 08/15/2003, JOHN L MILNER, TRUSTEE
JOHN LABAK, HOW BARNES HOEFER & ARNETT EMPLOYEE PROFIT SHARING PLAN, AST TRUST COMPANY NA, TRUSTEE
JOHN LANFRANKI & VIRGINIA LANFRANKI TRUST UA 4/29/80, VIRGINIA LANFRANKI, TRUSTEE
JOHN M BUCKWALTER
JOHN M PAPADOPULOS JR UTMA IL, SUSAN TIPPET PAPADOPULOS, CUST
JOHN M SCHLOERB TRUST DTD JUL 26 00, JOHN M. SCHLOERB, TRUSTEE
JOHN M. LAVINE
JOHN MASON SANFORD
JOHN MICHAEL KELLEHER
JOHN MULLOOLY
JOHN N. ROBSON TRUST B DATED 9/11/1970, TOM FALCEY, THE NORTHERN TRUST COMPANY, AND/OR FAIR OAKS LLC, TRUSTEES
JOHN NESBIT REES AND SARAH HENNE REES CHARITABLE FOUNDATION U/W, RICHARD W ROEDER & BARBARA L SMITH, TRUSTEES
JOHN P FENDLEY TRUST U/A DTD 11/27/1995, PATRICIA J FENDLEY, TRUSTEE
JOHN P MCMEEL
JOHN PRITZKER AND LISA PRITZKER
JOHN R BLACK
JOHN R FLANAGAN CGM IRA, STATE STREET BANK AND TRUST COMPANY, CUSTODIAN
JOHN R JAGO
JOHN R STAIB
JOHN R. LOFTUS IRA, STIFEL NICOLAUS, CUSTODIAN
JOHN R. POLATSCHEK
JOHN RANDOLPH FOUNDATION SUPPORT FUND, INC.
JOHN S. BABCOCK TRUST, CURRENT TRUSTEE
JOHN S. HOWELL
JOHN SPEARS
JOHN STEPHENS MARITAL DEDUCTION TRUST, BETTY J. STEPHENS, TRUSTEE
JOHN STEWART PROPERTY TRUST U/A DTD 12/06/2000, JOHN W STEWART II, TRUSTEE
JOHN T O'LOUGHLIN
JOHN T SAPIENZA ESQ
JOHN T. MCCUTCHEON III TRUST U/A DTD 10/26/1987, JOHN T. MCCUTCHEON IV, JOHN T. MCCUTCHEON III, LINDSAY MCCUTCHEON, TRUSTEES
JOHN T. MCCUTCHEON JR., JOHN T. MCCUTCHEON JR. TRUST U/A DTD 10/26/87, ANNE MCCUTCHEON LEWIS, TRUSTEE
JOHN THALHEIMER TRUST U/A 7/23/85 AS AMENDED 11/16/98, PNC BANK, CUSTODIAN FOR THE TRUSTEE
JOHN THALHEIMER TRUST UNDER WILL OF LEAN THALHEIMER FBO EMILY THALHEIMER REINER U/A DTD 11/16/98, PNC BANK, CUSTODIAN FOR THE TRUSTEE
JOHN V FARWELL IV DEC OF TR, AMEND & RESTATEMENT U/A 1/15/98, JOHN V FARWELL IV, TRUSTEE
JOHN W PEAVY & LINDA A PEAVY, JOHN W PEAVY & LINDA A PEAVY JOINT TRUST, CURRENT TRUSTEE
JOHN W TYRONE AND CHERYL C TYRONE

JOHN W. MADIGAN TRUST, JOHN W. MADIGAN, TRUSTEE
JOHN W. STEWART
JOHN W. STEWART 1966 TRUST FBO CYNTHIA L. PHELPS, JAMES C. WALDO, TRUSTEE
JOHN W. STEWART 1966 TRUST FBO NINA P. GORN, JAMES C. WALDO, TRUSTEE
JOHN W. STEWART 1966 TRUST FBO PATRICIA S. HAYES, JAMES C. WALDO, TRUSTEE
JOHNSON GROWTH LLC
JON M AUMAN
JON M. VAN DYKE
JON OSCHER
JON R. LIND IRA ROLLOVER, NORTHERN TRUST COMPANY, CUSTODIAN
JONATHAN A . KNEE
JONATHAN BRACHFELD
JONATHAN C. HAMILL REVOCABLE TRUST, JONATHAN CORWITH HAMILL, TRUSTEE
JONATHAN E. ZAKARY
JONATHAN KOVLER
JONATHAN R. EVANS IRA, JONATHAN R. EVANS OR JPMCC CUST
JONESTRADING INSTITUTIONAL SERVICES LLC
JOSEF HUY TRUST, JOSEF HUY, TRUSTEE
JOSEPH A GAGLIARDO TRUST U/A DTD 7/12/1984, LORRAINE GAGLIARDO, TRUSTEE
JOSEPH A PALECNZY
JOSEPH A. YOUNG AND SANDRA L. YOUNG
JOSEPH F KUN AND KAREN L KUN
JOSEPH FLORENCE BLACHARSKI TRUST UA DTD 04/09/80, B FLORENCE BLACHARSKI, TRUSTEE
JOSEPH G TRAYNOR AND ELAINE S TRAYNOR JT WROS
JOSEPH H TWICHELL TRUST U/D 8/7/98 SELF ESTATE OF ANGELA E LOH, CURRENT TRUSTEE
JOSEPH KOLLIN & BELLA KOLLIN
JOSEPH L MOLDER TRUST, BANK OF AMERICA, N.A., TRUSTEE
JOSEPH L ROSENMILLER LIFETIME TRUST, JOSEPH L ROSENMILLER, TRUSTEE
JOSEPH LEONARD
JOSEPH M FEE AND ELIZABETH FEE REVOCABLE LIVING TRUST, JOSEPH M FEE, TRUSTEE
JOSEPH O'CONNOR
JOSEPH P & JEANNE M SULLIVAN CHAR REM UNITRUST U/A 12/6/91, JEANNE M SULLIVAN, TRUSTEE
JOSEPH P BALDWIN
JOSEPH POPE
JOSEPH R MEDLEY
JOSEPH R MEDLEY IRA, MESIROW FINANCIAL, INC, CUSTODIAN
JOSEPH T SOBECK AND JEANNE SOBECK JT TEN
JOSHUA F. LOMBARD
JOSHUA G. WOOL
JOSHUA S KANTER, WINDY CITY INC PFT SHG PL, JOEL S KANTER, TRUSTEE
JOSHUA TREE CAPITAL MANAGEMENT LP
JOY LEICHENGER TRUST U/A DTD 08/02/1978, CURRENT TRUSTEE
JP MORGAN MOSAIC FUND, LLC
JP MORGAN SERVICES
JPMORGAN 401(K) SAVINGS PLAN
JPMORGAN CHASE & CO. INC.
JPMORGAN CHASE BANK, N.A

JPMORGAN CHASE BANK, N.A. F/K/A CUSTODIAL TRUST CO.
JPMORGAN CHASE FUNDING INC. F/K/A JP MORGAN VENTURES CORP QRDT
JPMORGAN EQUITY INDEX FUND
JPMORGAN SERVICES, INC.
JPMORGAN TRUST II
JUDD S ALEXANDER FOUNDATION INC
JUDITH E NEISSER
JUDITH E NEISSER IRA
JUDITH E. BLAZER LIVING TRUST U/A/D 10/21/96, JUDITH E. BLAZER, TRUSTEE
JUDITH JUDS AND RICHARD C. JUDS JR
JUDITH L GENESEN TRUST U/A DTD 06/05/1995, JUDITH L GENESEN, TRUSTEE
JUDITH M HUPE TRUST U/A/D 12/22/93, JUDITH M HUPE, TRUSTEE
JUDITH N H WEISS
JUDITH R MINOR TRUST UA 07/11/88, EDWARD MINOR, TRUSTEE
JUDITH SARNAT TRUST SS-512, CUSTODIAN, JUDITH SARNAT, TRUSTEE
JULIA F. MENARD MARITAL TRUST, WILLIAM L MENARD, TRUSTEE
JULIA K. ROSENWALD
JULIA NEITZERT TRUST, THE NORTHERN TRUST COMPANY, TRUSTEE
JULIA P WALSKI
JULIA WESTLAND REV TRUST U/A DTD 10/28/1996, JULIA WESTLAND, TRUSTEE
JULIE A. TRIONA TRUST U/A DTD 04/17/1998, JULIE A. TRIONA, TRUSTEE
JULIO ARRIAGA
JUNIUS F. ALLEN IRREVOCABLE TRUST DATED 03/27/1978, THE NORTHERN TRUST COMPANY, TRUSTEE
JUPITER CAPITAL PARTNERS LLC
JUPITER MEDICAL CENTER FOUNDATION PERMANENT ENDOWMENT GENERAL FUND
JUSTIN LONG
JYG LIMITED PARTNERSHIP #2 G-BAR
K P TWICHELL TRUST U/D, D C TWICHELL, TRUSTEE
KAAREN I. HOFFMAN SEPARATE PPTY TRUST DATED 11/30/98, KAAREN I. HOFFMAN, TRUSTEE
KAISER FOUNDATION HEALTH PLAN
KAISER FOUNDATION HOSPITALS
KAISER PERMANENTE RABBI TRUST, CURRENT TRUSTEE
KALO HOLDINGS LP #2
KAMAN CORP. MASTER TRUST A/K/A KAMAN EMPLOYEES' PENSION PLAN
KANGAROO INVESTMENTS, LLC - CANAL STREET
KANSAS CITY POLICE EMPLOYEES' RETIREMENT SYSTEMS
KANSAS PUBLIC EMPLOYEES RETIREMENT SYSTEM
KANYE LIM IRA ROLLOVER FIDELITY MANAGEMENT TRUST CO CUST
KAREN L LOCKWOOD REV TRUST U/A/D 07/30/1998, KAREN L LOCKWOOD, TRUSTEE
KAREN RAPKIN
KARL PUTNAM
KARLIN HOLDINGS LP/EQ INVEST CORP
KARMA I RODHOLM IRA

KARPEN TRUST #1, J MARTIN KARPEN, TRUSTEE
KAS BANK, NV
KASZTON FAMILY TRUST UAD 10/23/1997, WILLIAM & PATRICIA KASZTON, TRUSTEES
KATHARINE F ANDERSON TRUST
KATHARINE N LLOYD TESTAMENTARY TRUST, CURRENT TRUSTEE
KATHERINE GILLESPIE SPEARMAN
KATHERINE KILLEBREW
KATHERINE MARSHALL WHITE
KATHERINE PRATT TWICHELL TRUST U/I DATED JULY 27, 1964 FOR THE ISSUE OF HARMONY T. CLEMENT, UNITED STATES TRUST COMPANY OF NEW YORK, TRUSTEE
KATHERINE T GOLDBERG AND STEVEN Y GOLDBERG
KATHLEEN GEARY TRUST U/A DTD 12/27/1996, KATHLEEN GEARY, JOHN J. VITANOVEC, TRUSTEES
KATHLEEN GUCK AND EBEN PUTNAM SMITH
KATHRYN A DIETZ LIV TRUST U/A DTD 4/29/04, KATHRYN DIETZ, JAMES DIETZ, TRUSTEES
KATHRYN H. LALLOU - TR
KATHRYN M BARGER REV. TRUST DTD 8-18-99, KATHRYN M BARGER, DONALD W MURRAY, TRUSTEES
KATHRYN TURNER
KATHY REX AND THOMAS W HUNDLEY
KAY MIKULA
KBC GLOBAL INVESTMENT FUNDS
KBC SECURITIES
KBS PARTNERSHIP
KEARNS CHARITABLE REMAINDER ANNUITY TRUST U/A DATED 7/24/03, THE NORTHERN TRUST COMPANY, TRUSTEE
KEITH Y. KWOH
KELLOGG BROWN & ROOT LLC AS SUCCESSOR TO THE RIGHTS AND INTERESTS OF KELLOGG BROWN & ROOT, INC.
KELLOGG CAPITAL MARKETS, LLC
KELLY B MINICHELLO
KEN CASCARELLA AND LISA CASCARELLA
KENNETH BRACHFELD
KENNETH CAHN
KENNETH E LACY AND PATRICIA H LACY JT WROS
KENNETH E PAGE 2001 TRUST UA DTD 11/20/01, KENNETH E. PAGE, TRUSTEE
KENNETH E PERRY
KENNETH E. NICHOLS
KENNETH F MILLER, WELLS FARGO BANK C/F
KENNETH F PUGLISI
KENNETH J DEPAOLA
KENNETH J KUBACKI, G OGDEN NUTTING, RMN CAPITAL LP, A PARTNERSHIP
KENNETH J. DOUGLAS AND VICKI F. DOUGLAS
KENNETH J. VYDRA TRUST NO. 101 U/A/D 03-10-2006, KENNETH J. VYDRA, TRUSTEE
KENNETH L FEIGL AND RUTH FEIGL
KENNETH M WEIL
KENNETH MARCO
KENNETH MITCHELL
KENNETH PUGLISI
KENNETH R LOISELLE TRUST U/A DTD 10/30/2001, KENNETH ROBERT LOISELLE, TRUSTEE

KENNETH R. M. THOMPSON, CGM IRA, STATE STREET BANK AND TRUST COMPANY, CUSTODIAN
KENNETH R. POSNER AND ARLENE L. POSNER
KENNETH W LINT FAMILY TRUST UA 12/19/89, ELEANOR G. LINT, TRUSTEE
KENNETH WEISS
KENTUCKY RETIREMENT SYSTEMS
KEVIN D O'BRIEN TRUST DTD 8-18-03, KEVIN D. O'BRIEN, SARAH A. O'BRIEN, TRUSTEES
KEVIN DANSART AND PAULA DANSART
KEVIN E DOMBKOWSKI ALCATEL-LUCENT SAVINGS PLAN FBO, FIDELITY MANAGEMENT TRUST CO, TRUSTEE
KEVIN J KING
KEVIN L RINGEL AND KATHLEEN M RINGEL JT TEN
KEVIN M. MOORE AND KIMBERLY A. MOORE JT WROS
KEVIN O'SULLIVAN AND CAROLE O'SULLIVAN
KEVIN STONE IRA R/O, DELAWARE CHARTER GUARANTEE & TRUST, CUSTODIAN
KEYBANK NATIONAL ASSOCIATION
KIDVIEW PARTNERS LP
KIENER LP
KING BRUWAERT HOUSE
KIRK F. FLYNN & VIRGINIA O. FLYNN LIVING TRUST, CURRENT TRUSTEE
KIRKPATRICK FARMING RANCHING
KIRSTEN GIBBS AND JOHN GIBBS
KKP HOLDINGS LG CAP TESE
KNIGHT CAPITAL MKTS LLC
KOSHIYAMA TRUST UA 02-AUG-87 1987, TERUKO S KOSHIYAMA, TRUSTEE
KOTHE ENTERPRISES LLLP
KPC US EQUITY LLC
KRAFT GROUP
KRISHNA PAHUJA CHAND TRUST U/A 1/28/96 FBO KRISHNA PAHUJA, KRISHNA PAHUJA, TRUSTEE
KRISTIN D GRAHN UTMA CA, BARBARA J. GRAHN, CUST
KRISTIN LYNN HERTZ
KRISTIN MONROE GRUNHAUS GIFT TRUST, KRISTIN W BRENNAN, TRUSTEE
KRYSTYNA JURZYKOWSKI
KUANG C YEH IRA ROLLOVER FIDELITY MANAGEMENT TRUST CO CUST
KURT J HERBINGER AND CHRISTINE M HERBINGER
L MANILOW TRUST U/A DTD 2/08/2002, LEWIS MANILOW, TRUSTEE
L. RICHARD WOLFF
L. WIENER REVOCABLE TRUST U/A/D 07/22/82, WILLIAM A. WIENER, LOUISA M. WIENER, TRUSTEES
L-3 COMMUNICATIONS CORPORATION LCV
L-3 COMMUNICATIONS CORPORATION MASTER TRUST
LABORERS' DISTRICT COUNCIL & CONTRACTORS' PENSION FUND OF OHIO
LABORERS DISTRICT COUNCIL AND CONTRACTORS PENSION FUND OF OHIO
LABORERS NATIONAL PENSION FUND
LAKE CHARLES AMER PRESS TAX ADVANTAGED THRIFT TRUST, CURRENT TRUSTEE
LAKONISHOK CORP

LAMOTTA FAMILY TRUST U/A/D 01/01/93, MATTHEW MARYLES, TRUSTEE
LANCASHIRE INSURANCE COMPANY, LTD
LANCE HILLSTROM AND DAWN HILLSTROM
LANCE THOMAS MCCLUSKEY IRA ROLLOVER, FIDELITY MANAGEMENT TRUST CO CUST
LANGDON STREET CAPITAL LP - MARCH PARTNERS LLC
LANSFORSAKRINGAR
LARGE CAP FUND, A SERIES OF SEI INSTITUTIONAL INVESTMENTS TRUST
LARGE CAP INDEX FUND, A SERIES OF SEI INSTITUTIONAL INVESTMENTS TRUST
LARGE CAP VALUE FUND, A SERIES OF SEI INSTITUTIONAL MANAGED TRUST
LARGE CAP VALUE INDEX TRUST OF QA COLLECTIVE TRUST SERIES
LARGE CAP VALUE SUBTRUST OF THE DFA GROUP TRUST, DIMENSIONAL FUND ADVISORS, TRUSTEE
LARRY & DIXIE HART LIFETIME TRUST, THE PEOPLES BANK, TRUSTEE
LARRY BRAINARD AND MARILYN BRAINARD
LARRY J. LIGHT
LARRY JAY FOX
LARRY L BLOOM AND MARY J BLOOM TRUST(S) 11-21-95, LARRY L BLOOM AND MARY J BLOOM, TRUSTEES
LARRY TOWNSEND CGM IRA ROLLOVER, STATE STREET BANK AND TRUST COMPANY, CUSTODIAN
LARRY TOWNSEND, CITIBANK TAX SHELTER A/C/F LARRY TOWNSEND IRR
LAS EQUITY PARTNERS LP
LASZLO N TAUBER FAMILY FOUNDATION I
LATIGO MASTER FUND LTD
LAURA E MOLASKEY LIVING TRUST UA 07/28/89, LAURA E. MOLASKEY, TRUSTEE
LAURA LABATON
LAURALEE K. BELL 1993 TRUST, LAURALEE K. BELL, TRUSTEE
LAURALYN D. MATOS
LAURENCE A WEISS AND JUDITH N H WEISS
LAVERGNE MARCUCCI TRUST U/A DTD MAY 28 1988, DENNIS R. MARCUCCI & NICOLAS G. MARCUCCI, TRUSTEES
LAVONNE MULLET IRA, AMERIPRISE TRUST COMPANY, CUSTODIAN
LAW COMPANIES GROUP, INC. PENS
LAWRENCE A BUSSE TRUST U/A DTD 10/22/1991, LAWRENCE A BUSSE, TRUSTEE
LAWRENCE BARNER AND JOAN BARNER JT WROS
LAWRENCE E ARONSON TRUST U/A/D 9/8/95 (PILOT PLUS), LAWRENCE E. ARONSON, TRUSTEE
LAWRENCE F KLIMA IRA ROLLOVER, CHARLES SCHWAB & CO INC, CUSTODIAN
LAWRENCE H BURKS
LAWRENCE J BLUM TRUST U/A 1/30/06, LAWRENCE J BLUM, TRUSTEE
LAWRENCE M COHEN TRUST LAWRENCE M COHEN TRADING ACCT, CURRENT TRUSTEE
LAWRENCE M PUCCI DESIGNATED BENE PLAN
LAWRENCE MARWILL, MSSB, CUSTODIAN
LAWRENCE S COMEGYS AND JOCELYN WATTS COMEGYS

LAWRENCE S. SMITH
LAY EMPLOYEES OF THE ARCHDIOCESE OF CINCINNATI DEFINED BENEFIT PLAN, US BANK, TRUSTEE
LAY EMPLOYEES RETIREMENT PLAN OF ARCHDIOCESE OF PHILADELPHIA
LDI LIMITED
LEANDRO P RIZZUTO
LEANNE MCRILL
LEE ANN VARASCONI LIVING TRUST U/A DTD 02/09/2004, LEE ANN VARASONI, TRUSTEE
LEE CARLISLE GREGORY
LEE U GILLESPIE REV TRUST U/A - DEC'D 05/20/10, BANK OF AMERICA, N.A., TRUSTEE
LEGACY FUND
LEGACY TRUST COMPANY, N.A., ACTING TRUSTEE OF THE ALFRED C. GLASSELL JR. CHILDREN'S TRUST FOR EMILY EVANS EMBREY
LEGAL & GENERAL US INDEX TRUST, THE ROYAL BANK OF SCOTLAND, TRUSTEE
LEGENT CLEARING LLC
LEGG MASON BATTERYMARCH FINANCIAL MANAGEMENT S&P 500 INDEX FUND, A SERIES OF THE LEGG MASON PARTNERS EQUITY TRUST, A MARYLAND STATUTORY TRUST A/K/A LEGG MASON PARTNERS
LEGG MASON PARTNERS LMP VAR EQUITY INDEX PORTFOLIO
LEI JIN
LEIGH C CHAO
LENOX HILL HOSPITAL
LEONA Z ROSENBERG IRREV CHARITABLE TRUST UAD 12/4/1998, LEONA Z ROSENBERG, LAWRENCE A ROBINS, TRUSTEES
LEONARD & PHYLLIS SEIDL LIVING TRUST U/A DTD 03/15/06, LEONARD L SEIDL, PHYLLIS J SEIDL, TRUSTEES
LEONARD ALLEN AND JANE ELLEN ALLEN
LEONARD HILL, HILL REVOCABLE LIVING TRUST DTD 12/24/91, LEONARD HILL, TRUSTEE
LEONARD J BETLEY
LEONARD R SOGLIO DESIGNATED BENE PLAN
LEONARD ROSS AND LANA ROSS
LEONARD SARNAT TRUST #71825 SS-253, CUSTODIAN, LEONARD A. SARNAT, TRUSTEE
LEONARD WILLIAM ALLEN IRA ROLLOVER, FIDELITY MANAGEMENT TRUST CO CUST
LEONHARD LIVING TRUST U/A DTD 11/30/2009, RICHARD W. LEONHARD, MARION S. LEONHARD, TRUSTEES
LEROY K MCCUNE TRUST U/A DTD 05/28/1998, LEROY K MCCUNE, KAREN MCCUNE FLEMING, TRUSTEES
LESLIE HILGER III
LESTER & FRANCES JOHNSON FOUNDATION
LESTER R THURSTON JR REVOCABLE TRUST U/A 10/05/06, CURRENT TRUSTEE
LETICIA F GARCIA TRUST UNDER AGREEMENT DATED SEPTEMBER 29, 1992, LETICIA F GARCIA, TRUSTEE
LEWIS S MENHINICK TRUST U/A DTD 02/05/1980, DIANE BOHLMAN, BARBARA D. MENHINICK, TRUSTEES
LEWIS TAMAN
LEWY FAMILY TRUST 4L-210, MARIEL B LEWY, THOMAS J LEWY, TRUSTEES
LFT PARTNERSHIP

LIBERTY FINANCIAL SERVICES CO
LIBERTY HARBOR MASTER FUND I, LP
LIBERTY MUTUAL INSURANCE CO.
LIECHTENSTEINISCHE LANDESBANK AG
LIGHTHOUSE FINANCIAL GROUP LLC
LIGHTNING TRADING LLC
LILA J. BOUWENS TRUST U/A DTD 6/23/93, JOEL G. & LILA J. BOUWENS, TRUSTEES
LILI-CHARLOTTE SARNOFF TRUST U/A DTD 02/04/2005, LILI-CHARLOTTE SARNOFF, TRUSTEE
LIMA YMCA, INC. TRUSTEES ENDOWMENT FUND
LINDA B KELLER
LINDA E BEAN
LINDA E PEARCE
LINDA F JOHNSON TRUST U/A 3/24/05, LINDA F JOHNSON, GEORGE R JOHNSON. TRUSTEES
LINDA LIPINSKI CORLISS IRA ROLLOVER FIDELITY MANAGEMENT TRUST CO CUST
LINDA R. COHEN F/K/A LINDA ROBIN CAHN
LINDA SHAW CARPENTER
LINDA VERBLOW AND CLIVE VERBLOW TEN BY ENT
LINDY CRAWFORD IRA ROLLOVER, FIDELITY MANAGEMENT TRUST CO CUST
LINNET F MYERS IRA ROLLOVER, CHARLES SCHWAB & CO INC, CUSTODIAN
LISA A. HUGHES
LISA G. HAAS
LISA M FEATHERER IRA R/O, DELAWARE CHARTER GUARANTEE & TRUST COMPANY, CUSTODIAN
LISA M. FEATHERER TRUST U/A/D JUNE 12, 1992, LISA M. FEATHERER, TRUSTEE
LISA PERRY AND BEVERLY PERRY
LISL GERSHON
LISPENARD STREET CREDIT MASTER FUND
LIVING TRUST OF LAUREL L SCHNITZER UA JUL 16 2003, LAUREL L SCHNITZER, TRUSTEE
LIVING TRUST OF LAUREL L SCHNITZER, LAUREL L SCHNITZER, TRUSTEE
LJR LIMITED PARTNERSHIP
LLOYD A CONNERS IRA ROLLOVER FIDELITY MANAGEMENT TRUST CO CUST
LLOYD FERGUSON CGM IRA ROLLOVER, STATE STREET BANK AND TRUST COMPANY, CUSTODIAN
LLOYD RICHARD MUSETTI SR
LLOYD TRIBUNE NOMINEE TRUST, CURRENT TRUSTEE
LLOYD VAN ANTWERPEN
LLOYD VAN ANTWERPEN REVOCABLE TRUST, MARSHALL & ILSLEY TRUST COMPANY, TRUSTEE
LLOYD WENDT
LMA SPC FOR AND ON BEHALF OF MAP I SEGREGATED PORTFOLIO
LOCAL 104 SUPPLEMENTAL PENSION
LOCAL 1102 AMALGAMATED PENSION FUND
LOCAL 134 S&P 500 INDEX FUND
LOCAL GOVERNMENT SUPER ANNUATION SCHEME
LOCAL UNION #124 IBEW PENSION

LOCALS 302 & 612 OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS-EMPLOYERS CONSTRUCTION INDUSTRY RETIREMENT TRUST, CURRENT TRUSTEE
LOCKHEED MARTIN CORP.
LOCKHEED MARTIN CORPORATION MASTER RETIREMENT TRUST, LMIM CO, TRUSTEE
LOCKWOOD BROTHERS INC.
LODESTONE SOUTH L.P. - LODESTONE SOUTH PARTNERSHIP LP FAMILY LIMITED PARTNERSHIP
LOEB ARBITRAGE B FUND LP
LOEB ARBITRAGE FUND INVESTMENT A/C UNDER SEC 1236 & 475 OF I R C
LOEB ARBITRAGE MANAGEMENT LP
LOEB OFFSHORE B FUND LTD
LOEB PARTNERS (LOEB OFFSHORE FUND LTD)
LOEB PARTNERS CORPORATION
LOIS D KALIEBE TRUST U/A DTD 03/05/1993, LOIS D KALIEBE, TRUSTEE
LOIS MOSS BARNWELL
LOISANNE R FLAHERTY TRUST U/A DTD 09/23/2004, LOISANNE R. FLAHERTY, TRUSTEE
LOLA LLOYD HORWITZ
LOLITA WAGNER LIVING TRUST U/A/D 10/07/88, LOLITA K. WAGNER, TRUSTEE
LOMBARD ODIER DARIER HENTSCH & CIE
LOMBARDI & CO., INC.
LONDON EQUITY FINANCING OPERATIONS
LONE TREE PARTNERS, LLC
LONERGAN TRUST, JAMES A LONERGAN, TRUSTEE
LONGVIEW MANAGEMENT GROUP LLC
LOOMIS SAYLES CREDIT ALPHA MASTER FUND
LOOMIS SAYLES MULTI STRATEGY MASTER ALPHA LTD
LORETTA C. FINLAY TRUST U/A DTD 02/04/1994, LORETTA C. FINLAY, TRUSTEE
LORI ANN TALARICO
LORING WOLCOTT AND COOLIDGE FIDUCIARY
LORRAINE AYDINIAN
LORRAINE BUCCINO REVOCABLE TRUST U/A 3/6/90, LORRAINE M BUCCINO, TRUSTEE
LORRAINE J GAGLIARDO TRUST U/A DTD 7/21/1984, ANDREW GAGLIARDO, TRUSTEE
LORRAINE L WARD
LOS ANGELES FIRE AND POLICE PENSION PLAN
LOUIS CARBONE IRA ROLLOVER, FIDELITY MANAGEMENT TRUST CO, CUSTODIAN
LOUIS G GILBERT AND RENEE GILBERT
LOUIS ROE TRUST U/A DTD 09/08/87, ALAN KOOPERMAN, TRUSTEE
LOUISE BROUGH CLAPP TRUST, LOUISE BROUGH CLAPP, TRUSTEE
LOUISE W. GRAVES TRUST U/W/O PHILLIP L. EDWARDS, CURRENT TRUSTEE
LOUISIANA SCHOOL EMPLOYEES' RETIREMENT SYSTEM
LOUISIANA STATE EMPLOYEES' RETIREMENT SYSTEM
LOW JOINT LIVING TRUSTS U/A DTD 02/08/1996, ZOLA L LOW, JOSEPH T LOW, TRUSTEES
LOWE INTERESTS, L.P.
LOWELL ASSOCIATES LTD PTNSHP

LOWELL W. PAXSON CHARITABLE REMAINDER UNITRUST NUMBER FOUR DATED 2/28/1992, THE NORTHERN TRUST COMPANY, TRUSTEE
LP MA1 LTD - LATIGO PARTNERS, L.P.
LPL FINANCIAL LLC
LSV ASSET MANAGEMENT
LSV ASSET MANAGEMENT - DIVIDEND PERFORMERS IVS/3407/JOHN HANCOCK FUNDS
LSV ENHANCED INDEX CORE EQUITY TRUST, CURRENT TRUSTEE
LSV U.S. LARGE CAP LONG/SHORT FUND L.P.
LUCE FAMILY TRUST U/A DTD 09-01-1999, RANDALL C LUCE, TRUSTEE
LUCENT TECHNOLOGIES INC. MASTER PENSION TRUST, ALCATEL-LUCENT USA INC., TRUSTEE
LUCILE MCVEY DUNN TRUST U/A DTD 12/19/1991, LUCILE M DUNN, TRUSTEE
LUCILLE ANN SODANO IRA, AMERIPRISE TRUST CO ACF
LUCY A O'CONNOR TRUST, BANK OF AMERICA, N.A., TRUSTEE
LUIS E LEWIN
LUIS E LEWIN 401(K) SAVINGS PLAN
LUIS EDUARDO LEWIN TRUST U/A DTD 05/14/1997, LUIS LEWIN, SYLVIA LEWIN, TRUSTEES
LUMINA FOUNDATION FOR EDUCATION INC.
LVIP SSGA S&P 500 INDEX FUND
LYLE ROSENZWEIG
LYNN ANN WESTON
LYNN R. WOLFSON TRUST, THE NORTHERN TRUST COMPANY, LYNN R. WOLFSON AND/OR MARK SCOTT, TRUSTEES
LYNNE W SHOTWELL TRUST U/A DATED 5/16/84, LYNNE W SHOTWELL, TRUSTEE
LYONDELL PETROCHEMICAL CORPORATION DEFINED BENEFIT A/K/A LYONDELL CHEMICAL CO. DEFINED BENEFIT PLAN LCV
LYRA INSTITUTIONAL BAKRAM
LYXOR ALPHADYNE SPC F/K/A LYXOR STARWAY SPC F/K/A SGAM AI STARWAY SPC
LYXOR/BLACK DIAMOND ARBITRAGE FUND LIMITED
LYXOR/CANYON VALUE REALIZATION FUND LIMITED
M & J INVESTMENT GROUP L.P.
M A BARLOW TRUST FBO ALICE B JONES, L. THOMAS SLIGER, AUSTIN TRUST COMPANY, TRUSTEES
M A BARLOW TRUST FBO GLORIA BOWMAN, L. THOMAS SLIGER, AUSTIN TRUST COMPANY, TRUSTEES
M A BARLOW TRUST FBO J B DIEMAN, L. THOMAS SLIGER, AUSTIN TRUST COMPANY, TRUSTEES
M A BARLOW TRUST FBO KATHLEEN BARLOW, L. THOMAS SLIGER, AUSTIN TRUST COMPANY, TRUSTEES
M A BARLOW TRUST UA G J BARLOW, L. THOMAS SLIGER, AUSTIN TRUST COMPANY, TRUSTEES
M CHRISTINE JURZYKOWSKI REV TRUST FBO M CHRISTINE JURZYKOWSKI, MILENA CHRISTINE JURZYKOWSKI, CLAUDE D PEPIN, MARK FINSER, TRUSTEES

M K PASCHALL TRUST-IMA, DANIEL BULL, TRUSTEE
M PETER MILLER III TRUST U/A 7/15/83, M PETER MILLER III, TRUSTEE
M&T BANK F/K/A MANUFACTURERS & TRADERS TRUST CO.
M. CHRISTINE JURZYKOWSKI 2005 REVOCABLE TRUST, CURRENT TRUSTEE
M. DIAMOND FAMILY LP
M.C. TERRELL
MACARTHUR FOUNDATION SCV
MACATAWA BANK
MACONDA BROWN O'CONNOR MANAGEMENT TRUST, MACONDA B. O'CONNOR, NADINE TERPSTRA, TRUSTEES
MACQUARIE INVESTMENT MANAGEMENT LIMITED
MACVAL PENSION TRUST OF MCV RET PLAN, A GARCIA-SOLA, A ESCUDERO-VIERA, TRUSTEES
MADDOCK INDUSTRIES PENSION PLAN, ANDREW & MATTHEW MADDOCK, TRUSTEE
MADELINE I NOVECK
MADGE A L MACNEIL
MADGE A L MACNEIL 1988 FAMILY TRUST, JOHN BIRD LLOYD JR, TRUSTEE
MADGE A L MACNEIL TRUST, MADGE A L MACNEIL, TRUSTEE
MADISON (HITE 2) BUTTERFIELD FUND SERVICES FUND SPC OBO MADISON L/S SEG
MADISON PROPRIETARY TRADING GROUP, LLC
MADISON SQUARE INVESTORS LARGE-CAP ENHANCED INDEX COLLECTIVE FUND F/K/A NYLIM LARGE-CAP ENHANCED INDEX COLLECTIVE FUND
MADISON SQUARE INVESTORS LARGE-CAP ENHANCED INDEX FUND LP F/K/A NYLIM-QS LARGE CAP ENHANCED FUND LP
MADISON SQUARE INVESTORS U.S. LARGE-CAP CORE 130/30 COLLECTIVE FUND F/K/A NYLIM US LARGE-CAP CORE 130/30 COLLECTIVE FUND
MADISON SQUARE INVESTORS U.S. LARGE-CAP CORE 130/30 FUND LP F/K/A NYLIM US LARGE-CAP CORE 130/30 FUND LP
MADISON STREET FUND QP FUND LP
MADISON STREET FUND, L.P.
MAGGIE T CHAU
MAGNIFICENT SEVEN TS, LTD
MAHAFFEY MARITAL II TRUST, MARK T MAHAFFEY, TRUSTEE
MAHESH R BAJAJ MD AND FRANCESCA M BAJAJ MC
MAHMOUD SEBGHATI IRA, STIFEL NICOLAUS, CUSTODIAN
MAIN STREET AMERICA ASSURANCE CO.
MAIN STREET SMALL CAP PORTFOLIO
MAINSTAY COMMON STOCK FUND F/K/A MCM EQUITY INVESTMENT FUND F/K/A MCMORGAN EQUITY INVESTMENT FUND
MAINSTAY FUNDS TRUST, AS ISSUER OF A SERIES KNOWN AS MAINSTAY S&P 500 INDEX FUND
MAINSTAY FUNDS TRUST, AS ISSUER OF A SERIES KNOWN AS MAINSTAY U.S. EQUITY OPPORTUNITIES FUND F/K/A MAINSTAY 130/30 CORE FUND

MAINSTAY VP FUNDS TRUST, AS ISSUER OF A SERIES KNOWN AS VP COMMON STOCK PORTFOLIO A/K/A MAINSTAY VP COMMON STOCK FUND
MAINSTAY VP FUNDS TRUST, AS ISSUER OF A SERIES KNOWN AS VP MID CAP CORE PORTFOLIO A/K/A MAINSTAY VP MIDCAP CORE
MAINSTAY VP FUNDS TRUST, AS ISSUER OF A SERIES KNOWN AS VP S&P 500 INDEX PORTFOLIO A/K/A MAINSTAY VP S&P 500 INDEX FUND
MAJOR LEAGUE BASEBALL PLAYERS ASSOCIATION
MAJOR LEAGUE BASEBALL PLAYERS BENEFIT PLAN
MALIN GIDDINGS
MALLET GLOBAL ENHANCED LTD.
MALLORY & EVANS INC.
MAM SECURITIES LLC
MANAGED PORTFOLIO OF THE EQUITRUST VARIABLE INSURANCE SERIES FUND
MANDARIN INC
MANUFACTURERS & TRADERS TRUST 14 0272881, CURRENT TRUSTEE
MANULIFE (INTERNATIONAL) LIMITED (BERMUDA)
MANULIFE ASSET MANAGEMENT LIMITED F/K/A ELLIOTT & PAGE LIMITED
MANULIFE FINANCIAL CORP (ML INVST EX FDS CORP.-MIX US LARGE CAP VALUE CLASS)
MANULIFE REINSURANCE (BERMUDA) LIMITED
MANULIFE U.S. EQUITY (ALLIANCE BERNSTEIN US EQUITY)
MANULIFE U.S. VALUE EQUITY FUND
MANVILLE PERSONAL INJURY SETTLEMENT TRUST, MANAGING TRUSTEE
MAPLE PARTNERS AMERICA INC
MARC D HOFFRICHTER IRA, FCC, CUSTODIAN
MARCELLA A DELUCA IRA C/O RBC CAPITAL MARKETS CORP CUST
MARCELLA A LORAINÉ
MARCIA FINCH CANNELL
MARCIA TINGLEY
MARCUS A ALLEN AND MARY L ALLEN
MARCUS C BUENABENTA UTMA CA, JULES GILBERT BUENABENTA, TRUSTEE
MAREN STURM NELSON
MARGARET A. PALUCH FAMILY TRUST U/A DATED 12/17/1976, JOHN D. MARSHALL, TRUSTEE
MARGARET DURKIN AND JIM ROCHE
MARGARET E CARROLL TRUST U/A DTD 06/07/2000, MARGARET E CARROLL, TRUSTEE
MARGARET G ARNONE
MARGARET K. CRANE TRUST, MARGARET K. CRANE, TRUSTEE
MARGARET L SINDELAR
MARGARET MCKENZIE, MARGARET MCKENZIE LIVING TRUST U/A DTD 02/23/1994 AS AMENDED AND RESTATED, RICHARD S. ARNOLD, SAN PASQUAL FIDUCIARY TRUST CO., TRUSTEES
MARGARET P GILLES REVOCABLE LIVING TRUST U/A DTD SEPT 24 1990, MARGARET P GILLES, TRUSTEE
MARGARET P GUNDLACH REV TRUST DTD 3/27/1996, MARGARET P GUNDLACH, TRUSTEE

MARGARET R CONIGLIO TRUST U/A DTD 08/22/1989, BEVERLY MACKINTOSH, TRUSTEE
MARGARET S RITCH
MARGARET VERDIRAME
MARGERET T. M. JONES, CHARLES PRATT & COMPANY LLC, CUSTODIAN
MARGUERITE PAYNE TRUST U/A/D 6/7/61 FBO VIRGINIA K. TOWNLEY, THE NORTHERN TRUST COMPANY, TRUSTEE
MARIAN C FALK FOR ALEXANDRA, BANK OF AMERICA, N.A., TRUSTEE
MARIAN OTIS CHANDLER TRUST NO. 2, SUSAN BABCOCK, JEFFREY CHANDLER, CAMILLA CHANDLER FROST, ROGER GOODAN, WILLIAM STINEHART, JR., JUDY C. WEBB, WARREN B. WILLIAMSON, TRUSTEES
MARIAN P. JAMES TR/IMA, CURRENT TRUSTEE
MARIAN WETTERLING
MARIANNE R. ATTERBURY TRAD IRA
MARIE CASPER TRUST U/A DTD 01/27/97, MARIE CASPER, TRUSTEE
MARIE EDWARDS FAMILY TRUST U/A DTD 07/13/1994, TILDEN H EDWARDS JR, MARK A OBERHOFER, TRUSTEES
MARILYN R MILLER IRA NATIONAL FINANCIAL SERVICES LLC/FIDELITY MANAGEMENT TRUST CO, CUSTODIAN
MARILYN R ZIRN REVOCABLE TRUST, MARILYN R ZIRN, TRUSTEE
MARILYN R. DIAMOND TRUST DATED 11-11-88, MARILYN R. DIAMOND, TERRY DIAMOND, TRUSTEES
MARILYN R. GIRSH MARITAL TRUST DATED 5/26/1998, THE NORTHERN TRUST COMPANY, TRUSTEE
MARILYN RAPKIN
MARILYN Y MAGID
MARINE CARPENTERS PENSION FUND
MARINO FAMILY TRUST U/A DTD 09/21/1997, P MARINO & G MARINO, TRUSTEES
MARIO CAMPANARO IRA DTD 02-09-01, MERRILL LYNCH, CUSTODIAN
MARIO J. GABELLI
MARION BARTUSH IRREVOCABLE TRUST UAD, ADDISON BARTUSH, TRUSTEE
MARISSA RUDMAN
MARJORIE B DAVID CGM IRA ROLLOVER, STATE STREET BANK AND TRUST COMPANY, CUSTODIAN
MARJORIE B. PELINO
MARJORIE F BRAISTED TRUST U/A DTD 07/15/1992, MARJORIE F. BRAISTED, TRUSTEE
MARJORIE ROZMAN TRUST UAD 8/7/85 FBO AVI J ROZMAN, NANETTE ROSENBERG, MARJORIE ROZMAN, TRUSTEES
MARJORIE W ULLMANN TRUST U/A DTD 05/28/1987, DONALD M ULLMANN, TRUSTEE
MARK A BAUN JR IRR TRUST U/A DTD 2/28/2005, CAPRICE WW BAUN, CONSUELO W PIERREP, CHARLES L WILSON III, TRUSTEES
MARK A GRABO TRUST U/A DTD 11/11/1998, ALBERT BONDS, TRUSTEE
MARK A HUGHES AND DANICA F HUGHES
MARK A. JONES AND DIANE D. JONES
MARK ALLEN ITKIN TRUST 3/16/2001, MARK A. ITKIN, TRUSTEE
MARK C BOE TRUST U/A DTD 07/20/2000, MARK C BOE, TRUSTEE

MARK C LANDRY
MARK DOMAS
MARK EDWARD ROTHERMEL
MARK H. KURTICH
MARK HIANIK
MARK I. SEIDEN
MARK M REILLY AND JEANNE M REILLY
MARK METZNER
MARK PETTIJOHN AND GEORGETTE PETTIJOHN
MARK R. PATTIS REVOCABLE TRUST UAD 07/30/04, MARK R. PATTIS, TRUSTEE
MARK S. & DONNA C. LIES
MARK STRANAHAN
MARK W MADIGAN C/F EDWARD P MADIGAN UTMA IL
MARK W MADIGAN C/F WILLIAM W MADIGAN UTMA/IL UNTIL AGE 21
MARK W. MADIGAN AND STEPHANIE A. MADIGAN
MARKET STREET SECURITIES
MARLA KRAUSE IRA, NM WEALTH MANAGEMENT CO., CUSTODIAN
MARLENE F SLADE ROLLOVER IRA, NATIONAL FINANCIAL SERVICES LLC/FIDELITY MANAGEMENT TRUST CO, CUSTODIAN
MARLIS J DAWSON IRA, FCC, CUSTODIAN
MARNI HORWITZ TRUST DATED JANUARY 22, 1998, LOLA LLOYD HORWITZ, THE NORTHERN TRUST COMPANY, TRUSTEES
MARSCO INVESTMENT CORP.
MARSHALL R LAVIN
MARSHFIELD CLINIC MASTER TRUST, CURRENT TRUSTEE
MARTHA CASSELMAN TRUST, MARTHA CASSELMAN, TRUSTEE
MARTHA GROSS LIVING TRUST FBO MARTHA GROSS U/A/D 04/14/1996, JENNIFER GROSS & BERNARD SCHINDER, TRUSTEES
MARTHA M ARVEY TRUST U/A DTD 11/13/1992 ACCOUNT A, MARTHA M ARVEY, TRUSTEE
MARTHA POPE
MARTHA T WENDT REV LIV TRUST U/A/D 03-30-1992 FBO MARTHA T WENDT, MARTHA T WENDT, TRUSTEE
MARTHA VUKOV
MARTIN BARRY ROSENZWEIG AND SANDRA ARLENE ROSENZWEIG
MARTIN COMPANY-PROXY DEPT A/C SCOTT M NISWONGER #2
MARVIN A REYNOLDS TRUST B U/A DTD 05/16/1988, MARIE O REYNOLDS, SUSAN M REYNOLDS, TRUSTEES
MARVIN C RICKLEFS AND MARGARET M RICKLEFS
MARVIN C SCHNEIDER TRUST DTD 6-5-97, MARVIN C. SCHNEIDER, TRUSTEE
MARVIN HOFFENBERG BETTY HOFFENBERG TRUST UA 09/01/78, MARVIN HOFFENBERG, BETTY S HOFFENBERG, TRUSTEES
MARVIN L GOODMAN & MELINDA K GOODMAN REVOCABLE TRUST UTA DTD 1/15/92, CURRENT TRUSTEE
MARVIN ROBINSON TRUST, MR. AND MRS. MARVIN ROBINSON, TRUSTEES
MARY A RYAN
MARY ANN LANE

MARY B. SCHWAB CHARITABLE REMAINDER TRUST, MARY B. SCHWAB, TRUSTEE
MARY BEALES SURV TR, MARY K BEALES, KIRK BEALES, ROSS BEALES, TRUSTEES
MARY BETH RICHMOND AND JEFFREY S RICHMOND JT WROS
MARY BRYSKIER MARITAL DED TRUST U/A/D 07-02-1999, MICHAEL BRYSKIER, TRUSTEE
MARY C PARKER ROLLOVER IRA, DCG&T, TRUSTEE
MARY CONIGLIO TRUST U/A DTD 08/22/89, BEVERLY MACKINTOSH, TRUSTEE
MARY CONIGLIO TRUST U/A DTD 8/22/1989 GSTT TE TRUST, BEVERLY MACKINTOSH, TRUSTEE
MARY E DAY
MARY ELLEN BEACH ELA TRUST U/A DTD 04/24/1997, MARY ELLEN BEACH ELA, TRUSTEE
MARY F BROWN
MARY F ROBERTS TRUST FBO GRANDCHILDREN
MARY GREEN
MARY H COOPER
MARY J. COLEMAN
MARY JANE F MOELLER TRUST U/A DTD 08/07/2006, MARY JANE F MOELLER, TRUSTEE
MARY JO OSTERMAN TRUST U/A/D 04/04/91, MARY JO OSTERMAN, TRUSTEE
MARY K LAWLER TRUST U/A DTD 06/18/1996, MARY K LAWLER, TRUSTEE
MARY KATHRYN ROBBINS
MARY L ELSON
MARY L MCKENNY TRUST, MARY L MCKENNY, TRUSTEE
MARY L. TUNNEY JUNIOR TRUST, CURRENT TRUSTEE
MARY LEE YUEN TRUST U/A DTD 05/09/2000, MARY LEE YUEN, DENNIS JOE YUEN, TRUSTEE
MARY LOU RICOTTA
MARY MAVERICK LLOYD TRUST U/A 5/23/89 FBO MARY MAVERICK LLOYD, MARY LLOYD, W B LLOYD III, TRUSTEES
MARY MCCUNE EDWARDS CHARITABLE LEAD ANNUITY TRUST, JOANNE WELSH, TRUSTEE ADVISOR
MARY MIHELIC IRRRA, MERRILL LYNCH, PIERCE, FENNER & SMITH, CUSTODIAN FPO
MARY NEVILLE HANKEY
MARY O. NAFTZGER
MARY OWEN ROSENTHAL TRUST U/A DTD OCTOBER 19, 1999, MARY O ROSENTHAL, GARNETT COHEN, TRUSTEES
MARY R. FENSTERMAKER
MARY ROSS IRREV TRUST U/A 09/13/99, HOWARD M ROSS, TRUSTEE
MARY ROWENA FENSTERMAKER
MARY SHAW MCCUTCHEON TRUST, U/A DTD 10/26/1987, J MCCUTCHEON III, ANNE MCCUTCHEON LEWIS, MARY SHAW MCCUTCHEON, TRUSTEES
MARY SUE GATZERT TRUST DATED 9-29-95, CURRENT TRUSTEE
MARY SUTLIFFE LOUCKS TRUST PORTFOLIO 835, MARY SUTLIFFE LOUCKS, TRUSTEE
MARYLAND STATE RETIREMENT AGENCY
MARYLAND STATE RETIREMENT AND PENSION SYSTEM

MARYLAND VOTED RUSSELL 3000 COMMON TRUST FUND, STATE STREET BANK AND TRUST COMPANY, TRUSTEE
MASONIC EDUCATION & CHARITY TRUST, CURRENT TRUSTEE
MASONIC FAMILY HEALTH FOUNDATION
MASS MUTUAL-SEPARATES
MASSACHUSETTS MUTUAL
MASSMUTUAL PREMIER BALANCED FUND
MASSMUTUAL PREMIER DISCIPLINED VALUE FUND F/K/A MASSMUTUAL PREMIER ENHANCED INDEX VALUE FUND
MASSMUTUAL PREMIER ENHANCED INDEX CORE EQUITY FUND
MASSMUTUAL PREMIER SMALL/MID CAP OPPORTUNITIES FUND F/K/A MASSMUTUAL PREMIER SMALL COMPANY OPPORTUNITIES FUND
MASSMUTUAL PREMIER MAIN STREET SMALL CAP FUND
MASSMUTUAL SELECT DIVERSIFIED VALUE FUND
MASSMUTUAL SELECT INDEXED EQUITY FUND
MASTER EQUITIES I LTD (CFEV) TMS/ITS SETT A/C FOR HITE CRAGMUIR CHAMBERS
MASTER EQUITIES I LTD (GAP) TMS/ITS SETT A/C FOR HITE CRAGMUIR CHAMBERS
MASTER TRUST BANK OF JAPAN, LTD
MASTER TRUST BETWEEN PFIZER INC. AND THE NORTHERN TRUST COMPANY (AS SUCCESSOR TO WYETH MASTER TRUST), THE NORTHERN TRUST COMPANY, TRUSTEE
MATT J. WOLLMAN REVOCABLE TRUST, MATT J WOLLMAN, TRUSTEE
MATTHEW B FITZSIMONS 2004 TRUST U/A DTD 08/26/2004, CHRISTINE M FITZSIMONS, TRUSTEE
MATTHEW BENDER IV
MATTHEW BENDER IV FAMILY LIMITED PARTNERSHIP
MATTHEW GERARD HARTMANN AND LISA MARIE HARTMANN JTWROS
MATTHEW HALBOWER
MATTHEW J. BOTICA AND CHRISTINE C. BOTICA
MATTHEW POPE
MAUD P. BARTON REV TRUST 0396 DTD 11/13/89, MAUD P. BARTON, RANDOLPH P. BARTON, TRUSTEES
MAUREEN S. WOODALL, AS SUCCESSOR TO DONALD W. WOODALL IRA R/O
MAX L. GARDNER IRA, TD AMERITRADE CLEARING, CUSTODIAN
MAX S BELL AND JEAN F BELL
MAXIM T. ROWE PRICE EQUITY/INCOME PORTFOLIO
MAXINE R PHILIPSBORN TRUST U/A 2/2/07, FIFTH THIRD BANK, SUCCESSOR TRUSTEE
MAY C. GOODAN TRUST NO. 2, SUSAN BABCOCK, JEFFREY CHANDLER, CAMILLA CHANDLER FROST, ROGER GOODAN, WILLIAM STINEHART, JR., JUDY C. WEBB, WARREN B. WILLIAMSON, TRUSTEES
MAYBACH FAMILY, LLC, WILMINGTON TRUST COMPANY, CUSTODIAN
MAZUR, HOWARD E
MB FINANCIAL BANK, INC.
M-BAR DRM, US BANK, TRUSTEE
MBNA PENSION - T.ROWE PRICE

MC INVESTMENT PARTNERS LLC
MCAFFEE & TAFT PROFIT-SHARING PLAN, CURRENT TRUSTEE
MCGILL UNIVERSITY PENSIONER FUND A/K/A MCGILL UNIVERSITY PENSION PLAN
MCMORGAN BALANCED EQUITY MAINSTAY FUNDS
MEADOWBROOK EQUITY FUND UA DEC 01 86 DECLARATION OF BELL FAMILY TR, GLEN W BELL, MARTHA BELL, KATHLEEN B FLYNN, TRUSTEES
MEA-MESSA-MEA FINANCIAL SERVICES
MEGAN R. BOSAU AND ROBERT D. BOSAU DESIGNATED BENE PLAN/TOD
MEGHAN M FLANNERY
MEL L SHULTZ & BETH JANE SHULTZ TRUST DTD 9/5/79, MEL L SHULTZ & BETH J SHULTZ, TRUSTEES
MEL L SHULTZ AND BETH JANE SHULTZ
MELBA THOMASSON-DEAUTRIELL AND WILLIAM P. DEAUTRIELL
MELISSA MONSON
MELLON BANK SECURITIES LENDING
MELLON CAPITAL MANAGEMENT
MELLON TRANSITION MANAGEMENT
MELVIN GOODMAN
MELVIN W SANDMEYER TRUST DTD 3/31/97, M SANDMEYER & C SANDMEYER, TRUSTEES
MEMORIAL HERMANN HEALTH CARE SYSTEM PENSION TRUST, CURRENT TRUSTEE
MER ROUGE PROPERTIES, LLC, SERIES A, W JONES, A WILLIAMS, TRUSTEES
MERCER FUNDS F/K/A MGI FUNDS (MGI US SMALL/MID CAP VALUE EQUITY FUND)
MERCER GLOBAL INVESTMENTS
MERRILL L PUGH REV LIV TRUST U/A DTD 09/16/2003, MERRILL LESTER PUGH, TRUSTEE
MERRILL LYNCH FINANCIAL MARKET EQUITY FINANCING GROUP
MERRILL LYNCH FINANCIAL MARKET EQUITY FINANCING GROUP - SINGLE STOCK
MERRILL LYNCH PROFESSIONAL CLEARING CORP. (BROKER DEALER REG T)
MERRILL LYNCH PROFESSIONAL CLEARING CORP. (CUSTOMER SHORT (REG T 1563-3))
MERRILL LYNCH PROFESSIONAL CLEARING CORP. (PAX DIV)
MERRILL LYNCH PROFESSIONAL CLEARING CORP. (REORG MANDATORY PROCESSING A/C)
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED AS SUCCESSOR TO BZW SECURITIES LIMITED
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED F/K/A 11A SPX1, A DIVISION OF BANC OF AMERICA SECURITIES LLC
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED F/K/A BANC OF AMERICA SECURITIES LLC
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED F/K/A BANC OF AMERICA SECURITIES LLC (SPX PRINCIPAL STRATEGY U.S. SHARES PROGRAMS)
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, IN ITS INDIVIDUAL AND CUSTODIAL CAPACITIES
MESIROW FINANCIAL, INC.
METCALF X LIMITED
METHODIST HEALTH SYSTEMS

METHODIST HEALTHCARE (CHANNING CAPITAL MANAGEMENT)
METHODIST HEALTHCARE (LSV ASSET MANAGEMENT)
METLIFE INVESTMENT FUNDS INC
METLIFE STOCK INDEX PORTFOLIO
METRO WATER DIST OF SOUTHERN CA TR
METRO WATER DIST OF SO CA SAV PLAN FBO JAMES J GINGRICH
METROPOLITAN LIFE (METLIFE STOCK INDEX II)
METROPOLITAN LIFE INSURANCE CO
METROPOLITAN TORONTO PENSION PLAN
METROPOLITAN TRANSIT AUTHORITY
METZNER FAMILY FOUNDATION
MEYERHOFF FAMILY TRUSTS CHARITABLE ENTITIES, CURRENT TRUSTEE
MF INDEX FUND LLC
MH PENSION PLAN - ALLIANCEBERNSTEIN - MEMORIAL HERMANN HEALTH CARE SYSTEM
MIAMI CORPORATION
MIAMI OIL PRODUCERS INC
MICHAEL & ROSALIND KEISER CHARITABLE TRUST U/A DTD 12/30/90, MICHAEL & ROSALIND KEISER, TRUSTEES
MICHAEL A HIRSLEY IRA
MICHAEL A SILVER
MICHAEL BAKWIN
MICHAEL BOURGON
MICHAEL BRYSKIER AND MARY BRYSKIER JT WROS
MICHAEL C DONAHUE AND MARTHA D DONAHUE
MICHAEL C. LABONIA AND DEBRA D. LABONIA
MICHAEL E. BEE TRUST UAD 10/20/2003, MICHAEL E. BEE, TRUSTEE
MICHAEL E. WEINER
MICHAEL EIGNER AND LINDA EIGNER
MICHAEL G. MURPHY AND MARY THERESE MURPHY
MICHAEL GLAZER AND LAUREN GLAZER
MICHAEL H. GRAFF
MICHAEL HALLCH
MICHAEL J DOLAN AND DOROTHY F DOLAN JT TEN
MICHAEL J KRAUSE IRA, AMERIPRISE TRUST COMPANY, CUSTODIAN
MICHAEL J PALUMBO REVOCABLE LI TRUST U/A DTD 11/29/1999, CURRENT TRUSTEE
MICHAEL J. & MARY K. POULOS REVOCABLE MANAGEMENT TRUST, MICHAEL AND MARY K. POULOS, TRUSTEES
MICHAEL J. LICCAR & COMPANY LLC
MICHAEL J. O'NEILL
MICHAEL K REILLY TRUST U/A DTD 09/25/1995, MICHAEL K. REILLY, TRUSTEE
MICHAEL KEISER (SPECIAL ACCOUNT)
MICHAEL LOEB
MICHAEL MROCZKOWSKI
MICHAEL MUSKAL IRA ROLLOVER, FIDELITY MANAGEMENT TRUST CO CUST
MICHAEL P CHMURA FRP PS A/C MICHAEL P CHMURA ACCTG CORP, FIDELITY MANAGEMENT TRUST CO, TRUSTEE
MICHAEL P WHELAN AND MARY ELLEN WHELAN
MICHAEL PLONSKI AND NEDRA PLONSKI

MICHAEL R QUINLAN TRUST U/A DTD 09/04/1979, MICHAEL R. QUINLAN, TRUSTEE
MICHAEL R. LUFRANO
MICHAEL RICHARD WIDRIG AND JACQUELINE A WIDRIG
MICHAEL ROSENBERG TRUST U/A DTD 02/23/1981, NANETTE ROSENBERG, MARJORIE ROZMAN, TRUSTEES
MICHAEL S MEADOWS
MICHAEL S ROSENBLUM
MICHAEL SOBEL PAPER
MICHAEL SUPERA
MICHAEL TARNOFF
MICHAEL TIERNEY AND PATRICIA TIERNEY
MICHIGAN CATHOLIC CONFERENCE SOCIALLY RESPONSIBLE INVESTMENT POOL
MICHIGAN DEPARTMENT OF TREASURY
MICHIGAN EDUCATION ASSOCIATION
MICHIGAN JUDGES' RETIREMENT SYSTEM
MICHIGAN PUBLIC SCHOOL EMPLOYEES' RETIREMENT SYSTEM
MICHIGAN STATE POLICE RETIREMENT SYSTEM
MICRO TRADING CAPITAL FUND
MICROSOFT CORPORATION
MID CAP VALUE SUDAN FREE
MID-ATLANTIC REGIONAL COUNCIL OF CARPENTERS PENSION PLAN
MIDLAND GUARDIAN COMPANY, US BANK, TRUSTEE
MIKE & MELISSA PARNELL REV TRUST UA DTD 08/27/90, MIKE PARNELL, MELISSA PARNELL, TRUSTEES
MIKE EUGENE ABERNETHY
MILAN E CHILLA
MILAN E CHILLA CUSTODIAN FPO IRA
MILES ADRIAN COLLET MURRAY
MILES D WHITE
MILES D WHITE 1994 TRUST U/A DTD 08/24/1994, MILES D WHITE, TRUSTEE
MILIKEN STOCK FUND (7R) T ROWE PRICE TRUST CO
MILL SHARES HOLDINGS (BERMUDA) LTD.
MILLENCO LLC
MILLENCO LP (OMNI STAT ARB)
MILLENNIUM FUNDING ASSOCIATES LLC
MILLER FAMILY TRUST UAD 3/24/87, MARGARET U MILLER, TRUSTEE
MILTON GOLDWASSER
MILTON HIRSCH AND ILENE HIRSCH TEN BY ENT
MILTON J ROSENBERG TRUST U/A DTD 12/10/1992, MILTON J ROSENBERG, TRUSTEE
MILTON PARTNERS LLC
MINE SCRIBANTE CRUT-SANIBEL CAPITVA
MINI TRUST U/A EDWARD H LINDSAY, BANK OF AMERICA, N.A., TRUSTEE
MINISTRY OF FINANCE OF THE REPUBLIC OF KAZAKHSTAN
MINNESOTA LIFE INSURANCE COMPANY - SEPARATE ACCOUNT A
MINNESOTA LIFE INSURANCE COMPANY - SEPARATE ACCOUNT L
MINNESOTA POWER MASTER TRUST SMID, CURRENT TRUSTEE
MINNESOTA STATE BOARD OF INVESTMENT
MINNETTE R. ECKHOUSE TRUST #502 U/W/O DTD 2/1/74, JAMES H. ECKHOUSE AND JILL E. BERUBE, TRUSTEES

MIP S&P 500 INDEX
MIRA LEE TOMEI LORAN
MIRIAM A. PAWEL
MIRIAM SUSAN ZACH
MISSISSIPPI PUBLIC EMPLOYEES' RETIREMENT SYSTEM
MISSOURI LOCAL GOVERNMENT EMPLOYEES RETIREMENT SYSTEM
MITCHELL WOLFSON SR. TRUST U/W F/B/O GRANDCHILDREN, SYLVAN MYERS, TRUSTEE
MITCHELL WOLFSON, SR FOUNDATION
MITSUBISHI UFJ ASSET MANAGEMENT #XX8364 (THROUGH MASTER TRUST BANK OF JAPAN) C/O BANK OF TOKYO-MITSUBISHI UFJ TRUST COMPANY
MIZUHO TRUST & BANKING CO. (USA)
MIZUHO TRUST & BANKING CO., LTD.
ML EQUITY INDEX TRUST, MERRILL LYNCH TRUST COMPANY, TRUSTEE
ML INDEX 500 V.I. FUND
ML LARGE CAPITALIZATION IN MERRILL LYNCH TRUST COMPANY
ML STERN & CO. LLC
MLC INVESTMENTS L.L.C.
MLC INVESTMENTS LTD DIMENSIONAL FUND ADVISORS
MM TRUST (BVI) F/K/A MORGAN & MORGAN TRUST CO. FOR INTERLANDS SA/SICPA HOLDINGS SA
MMA PRAXIS VALUE INDEX FUND
MML BLEND FUND
MML ENHANCED INDEX CORE EQUITY FUND
MML EQUITY INCOME FUND
MML EQUITY INDEX FUND
MML SMALL CAP EQUITY FUND
MNS, LTD.
MOC CHANDLER TRUST NO. 1 UTA DTD 6/16/35, SUSAN BABCOCK, JEFFREY CHANDLER, CAMILLA CHANDLER FROST, ROGER GOODAN, WILLIAM STINEHART, JR., JUDY C. WEBB, WARREN B. WILLIAMSON, TRUSTEES
MOGAVERO/FELTY JOINT VENTURE - TMS
MONICA K. HINMAN
MONTAGUE HACKETT
MONTANA BOARD OF INVESTMENTS
MONTEAGLE VALUE FUNDS
MONTPELIER REINSURANCE HOLDINGS, LTD.
MONTPELIER REINSURANCE LTD - MINTFLOWER PL
MONUMENTAL LIFE INSURANCE COMPANY - TEAMSTERS SEPARATE ACCOUNT L-23
MONUMENTAL LIFE INSURANCE COMPANY F/K/A PEOPLES BENEFIT LIFE INSURANCE
MORGAN KEEGAN & CO.
MORGAN STANLEY
MORGAN STANLEY & CO. INTERNATIONAL PLC F/K/A MORGAN STANLEY & CO. INTERNATIONAL LIMITED
MORGAN STANLEY & CO. INTERNATIONAL PLC F/K/A MORGAN STANLEY & CO. INTERNATIONAL LIMITED (BNY GCM)
MORGAN STANLEY & CO. LLC 0201 STOCK OPTIONS
MORGAN STANLEY & CO. LLC MSCS VA SWAP HEDGE
MORGAN STANLEY & CO., LLC F/K/A MORGAN STANLEY & CO. INCORPORATED

MORGAN STANLEY ASSET - NY13
MORGAN STANLEY SMITH BARNEY LLC
MORGAN STANLEY TOTAL MARKET INDEX FUND A/K/A MS TOTAL MARKET INDEX FUND
MORRIS R EDDY III
MORTON FIEDLER & SHERMA FIEDLER TRUST U/A DTD 10/14/94, MORTON FIEDLER, SHERMA FIEDLER, TRUSTEES
MORTON GOLDFINE AND ADRIENNE M. GOLDFINE
MOUNT ARARAT CEMETARY INC
MOUNT VERNON HOSPITAL EMPLOYEES RETIREMENT PLAN, AMERICAN STOCK TRANSFER & TRUST COMPANY, TRUSTEE
MP&L MASTER TRUST, US BANK, TRUSTEE
MPAMG SECURITY PROCESSING OMNIBUS
MPF NORTH AMERICA EQUITY INDEX SUB FUND
MS SELECT-VALUE ADDED MARKET
MTA NON-UNION PENSION PLAN & T
MTB EQUITY INDEX FUND
MULTI-STRATEGY, GREENOCK MASTER FUND LTD, GREENOCK MULTI-STRATEGY FUND LP
MUNDER INDEX 500 FUND
MUNI POLICE EMP RET SYS
MUNICIPAL EMPLOYEES' ANNUITY AND BENEFIT FUND OF CHICAGO
MUNICIPAL FIRE AND POLICE RETIREMENT SYSTEM OF IOWA
MUNICIPALITY OF ANCHORAGE TRUST, CURRENT TRUSTEE
MURIEL HYMAN
MURIEL LEWIS
MURIEL S HARRIS
MURIEL W LEWIS TRUST, RONNA ISAACS STOLMAN, TRUSTEE
MURIEL Z PFAELZER-SP91 TRUST U/A DTD 02/03/1993, MURIEL Z PFAELZER, TRUSTEE
MUSEUM OF FINE ARTS, HOUSTON, AS BENEFICIARY OF THE ESTATE OF ALFRED C. GLASSELL JR.
MUSEUM OF FINE ARTS, ST. PETERSBURG
MUSHIN TRADING LLC #2
MUTUAL OF AMERICA INVESTMENT CORPORATION
MYLIN M. SIVATON
MYRNA RAMIREZ AND MONSERRATE RAMIREZ JTWROS
MYRON L. HENDRIX
NANCY A COOK
NANCY B HEINZ FAMILY TRUST, ARTHUR P. HEINZ, TRUSTEE
NANCY B. HEINZ
NANCY CROSSMAN
NANCY D. RAMAGE
NANCY FAY JOHNSON
NANCY H FEE TRUST U/A DTD 05/15/1998, NANCY H FEE, TRUSTEE
NANCY M WEBER
NANCY M. ROBERTS REVOCABLE TRUST, NANCY M. ROBERTS, TRUSTEE
NANCY R SPIEGEL REV TRUST UAD 10/14/89, MICHAEL COTTLE, CHRIS MARDER, TRUSTEES
NANCY SUE FRIDSTEIN
NANCY TROHAN DOLLAR
NANCY W. NEWKIRK
NANETTE ROSENBERG

NANNO & IRENE MAARSINGH SURVIV TRUST U/A DTD 09/24/1984, IRENE MAARSINGH & J LUCHTMAN, TRUSTEES
NATALIE MCCORMICK MILLER IRREVOCABLE PRESENT INTEREST TRUST, DATED DECEMBER 27, 1983, CHARLES R. PLAYER JR., RICHARD DUFFIELD, TIMOTHY N. GARDNER, TRUSTEES
NATALIE MCCORMICK MILLER LIVING TRUST U/W 12/27/83 FBO NATALIE MCCORMICK MILLER, RICHARD DUFFIELD, TRUSTEE
NATHAN B SANDLER CGM IRA, STATE STREET BANK AND TRUST COMPANY, CUSTODIAN
NATHAN H. PERLMAN TRUST B DTD 12-17-68, MIRIAM NOVICK, ARLINE DOBLIN, TRUSTEES
NATIONAL ASBESTOS WORKERS PENSION FUND
NATIONAL AUTOMATIC SPRINKLER INDUSTRY PENSION FUND
NATIONAL BANK OF KAZAKHSTAN
NATIONAL CONSTRUCTION ASSOCIATION PENSION FUND
NATIONAL ELECTRICAL BENEFIT FUND TRUST, DILLARD R. BORDEN, JR. AND SALVATORE J. CHILIA, TRUSTEES
NATIONAL GEOGRAPHIC SOCIETY (DEFERRED CAPITAL FUND)
NATIONAL GRANGE MUTUAL
NATIONAL PENSIONS RESERVE FUND COMMISSION
NATIONAL PREARRANGED SERVICES INC.
NATIONAL RAILROAD RETIREMENT INVESTMENT TRUST, CURRENT TRUSTEE
NATIONAL ROOFING INDUSTRY PENSION FUND
NATIONWIDE S&P 500 INDEX FUND, A SERIES OF NATIONWIDE MUTUAL FUNDS
NATIXIS FINANCIAL PRODUCTS LLC F/K/A NATIXIS FINANCIAL PRODUCTS INC
NATIXIS SECURITIES AMERICAS LLC F/K/A NATIXIS BLEICHROEDER LLC
NAUMBURG FAMILY LLC A PARTNERSHIP
NBC SECURITIES, INC.
NBCN INC
NC DEPARTMENT OF STATE TREASURER
NEAL CREIGHTON AND JOAN H CREIGHTON
NECA IBEW PENSION
NECA IBEW PENSION LSV US EQ NECA
NECA-IBEW LOCAL UNION NO. 35 P
NECA-IBEW PENSION TRUST FUND, CURRENT TRUSTEE
NECKAR HOLDINGS LLC
NEIL HARKINS
NEIL J. ROWE & CAROL S. ROWE
NEISSER INVESTMENT LP
NETCH FAMILY TRUST U/A DTD 11/28/97, CHARLES WILLIAM NETCH, MARY ELIZABETH NETCH, TRUSTEES
NEUBERGER BERMAN INC.
NEVADA PUBLIC EMPLOYEES RETIREMENT SYSTEM
NEW AMERICANS LLC
NEW CASTLE COUNTY DELAWARE (NEW CASTLE COUNTY EMPLOYEES)
NEW CENTURY PARTNERS, L.P.
NEW DAY DEVELOPMENT LLC
NEW EAGLE HOLDINGS LLC
NEW ENGLAND HEALTH CARE EMPLOYEES PENSION FUND
NEW JERSEY HEALTH FOUNDATION

NEW JERSEY PHYSICIANS LLC
NEW JERSEY TRANSIT - MTA ALLOCATION
NEW JERSEY TRANSIT CORPORATION
NEW LIFE INTERNATIONAL TRUST, US BANK, TRUSTEE
NEW MEXICO EDUCATIONAL RETIREMENT BOARD
NEW MEXICO STATE INVESTMENT COUNCIL
NEW SCHOOL FOR SOCIAL RESEARCH (NEUBERGER BERMAN LLC)
NEW YORK CITY DEFERRED COMPENSATION PLAN
NEW YORK CITY DISTRICT COUNCIL OF CARPENTERS PENSION FUND
NEW YORK CITY DISTRICT COUNCIL OF CARPENTERS WELFARE FUND
NEW YORK CITY EMPLOYEES RETIREMENT SYSTEM
NEW YORK CITY FIRE OFFICER VARIABLE SUPPLEMENT RETIREMENT SYSTEM - NYC RETIREMENT SYSTEM
NEW YORK CITY FIRE PENSION FUND
NEW YORK CITY FIRE RETIREMENT SYSTEM
NEW YORK CITY FIREFIGHTERS' VARIABLE SUPPLEMENTS FUND
NEW YORK CITY POLICE OFFICERS' VARIABLE SUPPLEMENTS FUND
NEW YORK CITY POLICE PENSION FUND
NEW YORK CITY POLICE RETIREMENT SYSTEM
NEW YORK CITY POLICE SUPERIOR OFFICERS' VARIABLE SUPPLEMENTS FUND
NEW YORK CITY TEACHERS RETIREMENT FUND
NEW YORK LIFE INSURANCE COMPANY
NEW YORK LIFE INVESTMENT MANAGEMENT LLC
NEW YORK STATE COMMON RETIREMENT FUND
NEW YORK STATE INSURANCE FUND
NEW YORK STATE OFFICE OF STATE COMPTROLLER
NEW YORK STATE TEACHERS RETIREMENT SYSTEM
NEWBROOK CAPITAL ADVISORS
NEWEDGE USA, LLC
NGM INSURANCE COMPANY
NICHOLAS F. YOUNG TRUST A SEPT 26 92, DAVID D. GRUMHAUS JR, TRUSTEE
NICHOLAS GEORGE TRUST, NATHAN M GROSSMAN, HELEN RUESCH, TRUSTEES
NICHOLAS H. WERTHMAN
NICHOLAS HALLACK
NICHOLAS J SOLLI
NICHOLAS P. GOSCHI TRUST B U/A DTD 08/21/1996 FBO BARBARA V. GOSCHI, PETER E. GOSCHI, TRUSTEE
NICHOLAS STARR
NICHOLAS T. PREPOUSES
NICHOLAS VAN HOOGSTRAEN IRA, AMERIPRISE TRUST COMPANY F/K/A H&R BLOCK FINANCIAL ADVISORS, CUSTODIAN
NICK D KLADIS
NIELSEN SUPERANNUATION PTY LTD
NINTH STREET PARTNERS LTD.
NISSWA MASTER FUND LTD
NJ TRANSIT AMALGAMATED TRANSIT UNION

NOEL CAROLINE MCKISSICK TRUST UNDER AGREEMENT DTD 3/3/98, NOEL CAROLINE MCKISSICK, TRUSTEE
NOMURA INTERNATIONAL TRUST CO.
NOMURA RAFI INTERNATIONAL EQUITY FUND
NOMURA SECURITIES INTERNATIONAL, INC.
NOMURA TRUST AND BANKING CO LTD
NONDIMA CHICAGO COMM FDN-FITZSIMONS
NORA E. MORGENSTERN
NORAH K LLOYD TRUST, BANK OF AMERICA, N.A., TRUSTEE
NORBERT ROCH
NORDEA BANK AB A/K/A NORDEA BANK SWEDEN AB (PUBL)
NORGES BANK INVESTMENT MANAGEMENT
NORINCHUKIN BANK US EQUITY INDEX FUND
NORMA B. WEBB
NORMA JEAN AUTRY
NORMA R PANE
NORMA R. PHELPS TRUST U/A AGENCY, NORMA R. PHELPS, TRUSTEE
NORMAN ROCHELL FAMILY TRUST U/A/D 10/21/97, CHARLES R BRAUN, NANCY GILMORE, TRUSTEES
NORMAN W. MITCHELL
NORMAN X RAIDL REV TRUST U/A/D 05/15/00, NORMAN X RAIDL, TRUSTEE
NORMANDY HILL MASTER FUND LP
NORTEL NETWORKS RETIREMENT INCOME PLAN TRUST, PENSION BENEFIT GUARANTY CORPORATION, TRUSTEE
NORTH CAROLINA S&P 500 - NORTH CAROLINA DEPARTMENT OF TREASURY
NORTH CENTRAL STATES REGIONAL
NORTH DAKOTA STATE INVESTMENT BOARD
NORTH DAKOTA STATE INVESTMENT BOARD INS. TRUST, CURRENT TRUSTEE
NORTH DAKOTA STATE INVESTMENT BOARD PENSION TRUST, CURRENT TRUSTEE
NORTH SHORE BANK OF COMMERCE
NORTHEAST MEDICAL CENTER INVES
NORTHERN ASSURANCE CO. OF AMERICA
NORTHERN FUNDS - ENHANCED LARGE CAP FUND
NORTHERN FUNDS - LARGE CAP VALUE FUND A/K/A NORTHERN LARGE CAP VALUE FUND
NORTHERN FUNDS - MULTI-MANAGER MID CAP FUND
NORTHERN FUNDS - STOCK INDEX FUND A/K/A NORTHERN STOCK INDEX FUND
NORTHERN ILLINOIS BENEFIT FUNDS
NORTHERN INSTITUTIONAL FUND EQUITY INDEX PORTFOLIO
NORTHERN TRUST
NORTHERN TRUST COMPANY
NORTHERN TRUST CORPORATION
NORTHERN TRUST INVESTMENTS
NORTHERN TRUST INVESTMENTS N.A. (LARGE CAP VALUE)
NORTHERN TRUST INVESTMENTS N.A. (MULTI DISCIPLINE EQUITY)
NORTHERN TRUST QUANTITATIVE FUND PUBLIC LIMITED COMPANY
NORTHERN TRUST VALUE

NORTHERN TRUST VALUE INVESTORS, A DIVISION OF NORTHERN TRUST INVESTMENTS, INC. F/K/A NORTHERN TRUST INVESTMENTS, N.A.
NORTHSHORE UNIVERSITY HEALTHSYSTEM PENSION PLAN
NORTHSHORE UNIVERSITY HEALTHSYSTEM SECOND CENTURY FUND
NORTHWESTERN MUTUAL SERIES FUND INC.
NORTHWESTERN MUTUAL SERIES FUND INC. (INDEX 500 PORTFOLIO)
NORTHWESTERN MUTUAL SERIES FUND INC. (SMALL CAP VALUE PORTFOLIO)
NORTHWESTERN MUTUAL SERIES FUND, INC. (EQUITY INCOME PORTFOLIO)
NORTHWOOD CEMETERY COMPANY
NRG SOUTH TEXAS LP AMENDED AND RESTATED DECOMMISSIONING MASTER TRUST NO. 2 FOR THE SOUTH TEXAS PROJECT, NRG ENERGY, CURRENT TRUSTEE
NSP-MINNESOTA PRAIRIE I RETAIL QUALIFIED TRUST, CURRENT TRUSTEE
NSP-MINNESOTA RETAIL PRAIRIE II QUALIFIED TRUST, CURRENT TRUSTEE
NSP-MONTICELLO MINNESOTA RETAIL QUALIFIED TRUST, CURRENT TRUSTEE
NT COLLECTIVE RUSSELL 1000 VALUE INDEX FUND - LENDING
NT COLLECTIVE S&P 500 INDEX FUND LENDING
NT COLLECTIVE S&P 500 INDEX FUND NON LENDING
NT COLLECTIVE US MARKETCAP EQUITY INDEX FUND - LENDING
NTCC ADVISORS FUNDS FOR EMPLOYEE BENEFIT TRUST, THE NORTHERN TRUST COMPANY OF CONNECTICUT, TRUSTEE
NTCC CHANNING MID CAP VALUE AFEBT
NTCC CHANNING MID CAP VALUE SUDAN FREE FUND AFEBT
NTGI-QM COLLECTIVE DAILY QUANT INDEX PAN S&P 500 EQUITY FUND - LENDING
NTGI-QM COLLECTIVE DAILY S&P 500 CITIGROUP/VALUE EQUITY INDEX FUND - LENDING
NTGI-QM COLLECTIVE DAILY S&P 500 SPECIAL PURPOSE EQUITY INDEX FUND - LENDING
NTGI-QM COLLECTIVE DAILY US MARKET CAP EQUITY SPECIAL PURPOSE INDEX FUND - LENDING
NTGI-QM COMMON DAILY LABOR SELECT RUSSELL 3000 EQUITY INDEX FUND - LENDING
NTGI-QM COMMON DAILY RUSSELL 1000 VALUE EQUITY INDEX FUND - LENDING
NTGI-QM COMMON DAILY S&P 500 EQUITY INDEX FUND - LENDING
NTGI-QM COMMON DAILY S&P 500 EQUITY INDEX FUND - NON LENDING
NTGI-QM COMMON DAILY US MARKETCAP EQUITY INDEX FUND - LENDING
NTGI-QM COMMON MONTHLY QUANT INDEX PLUS S&P 500 EQUITY FUND - NON LENDING
NTGI-QM LABOR SELECT COLLECTIVE DAILY RUSSELL 3000 EQUITY INDEX FUND - LENDING
NUANCE COMMUNICATIONS, INC. F/K/A DICTAPHONE CORPORATION
NUCLEAR ELECTRIC INSURANCE LIMITED
NUVEEN EQUITY INDEX FUND

NUVEEN EQUITY INDEX FUND F/K/A FIRST AMERICAN EQUITY INDEX, INC.
NUVEEN EQUITY INDEX FUND F/K/A FIRSTAR EQUITY INDEX FUND
NUVEEN INVESTMENT SOLUTIONS, INC. F/K/A RICHARDS AND TIERNEY
NVIT S&P 500 INDEX FUND
NW INDIANA CARPENTERS PENSION FUND LCV
O DALE SMITH FBO SINCLAIR SMITH SIRAGUSA UAD 6/20/70, CHARLES A. WOLFIN AND A. C. SMITH, TRUSTEES
O.C. SMITH & P.L. PIERCE JOINT REV LIVING TRUST DTD 7/18/2005, PATRICIA L. PIERCE, TRUSTEE
OAKBROOK (GLASS LEWIS CO)
O'CONNOR GLOBAL MULTI-STRATEGY ALPHA MASTER LIMITED
ODDO & CIE AS SUCCESSOR TO BANQUE D'ORSAY
OFI INSTITUTIONAL LARGE CAP CORE INDEX FUND, LLC
OFIPI MAIN STREET SELECT STRATEGY
OGDEN CAP ASSOCIATES, LLC
OGLE B & J TNTS-COM VALUE-CUST
OHANA LP
OHIO BUREAU OF WORKERS' COMPENSATION
OHIO CARPENTERS INDEX
OHIO CARPENTERS' PENSION PLAN A/K/A OHIO CARPENTERS' PENSION FUND
OHIO MEATPACKERS, MEATCUTTERS, AND BUTCHER WORKMEN PENSION FUND (UFCW LOCAL 911)
OHIO NATIONAL FUND, INC. BLUE CHIP FUND (STRATEGIC VALUE PORTFOLIO)
OHIO NATIONAL FUND, INC. S&P 500 INDEX
OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM
OHLSON ENTERPRISES
OKABENA US CORE EQUITY FUND, LLC
OLGA L BUENZ MARITAL TRUST 2 U/A DTD 10/1/2003, JOHN B BUENZ, TRUSTEE
OLIFANT FUND LTD.
OLIN CORPORATION PENSION PLANS MASTER RETIREMENT TRUST, CURRENT TRUSTEE
OLIVIA JEAN WILLIAMS, INDIVIDUALLY AND AS BENEFICIARY OF OLIVIA JEAN WILLIAMS IRA ROLLOVER AND OLIVIA JEAN WILLIAMS IRA ROLLOVER DTD 12/19/97
OMA OPA LLC
OMAR F. JOHNSON, JR.
OMERS ADMINISTRATION CORP
OMERS/AACP INVESTORS II, LP
OMIMEX INVESTMENTS, LLC
OMNI, MATCHED BOOK CORPORATES
OMNI, QVT MAN ACCT
OMS SUBSID 2 LTD.
ONEBEACON AMERICA INSURANCE CO.
ONEBEACON INSURANCE
ONEBEACON INSURANCE COMPANY
ONEBEACON INSURANCE PENSION PLAN A/K/A ONEBEACON PENSION PLAN
ONEBEACON INSURANCE SAVINGS PLAN
ONEBEACON INSURANCE SAVINGS PLAN - EQUITY 401K
ONEBEACON INSURANCE SAVINGS PLAN - FULLY MANAGED
ONKAR SINGH NARULA IRA ROLLOVER FIDELITY MANAGEMENT TRUST CO CUST

ONTARIO PENSION BOARD
OPAL INVESTMENT LIMITED
OPERATING ENGINEERS LOCAL 428 DB (PENSION) LCV
OPPENHEIMER & CO., INC.
OPPENHEIMER MAIN STREET SELECT FUND F/K/A OPPENHEIMER MAIN STREET OPPORTUNITY FUND
OPPENHEIMER MAIN STREET SMALL- & MID- CAP FUND F/K/A OPPENHEIMER MAIN STREET SMALL CAP FUND
OPPENHEIMER VARIABLE ACCOUNT FUNDS D/B/A OPPENHEIMER MAIN STREET SMALL- & MID-CAP FUND/VA, F/K/A OPPENHEIMER MAIN STREET SMALL CAP FUND/VA
OPPENHEIMERFUNDS
OPPENHEIMERFUNDS, INC
OPPORTUNITY PARTNERS LP
OPTION OPPORTUNITIES COMPANY
OPTIONSXPRESS, INC.
OPUS TRADING FUND LLC
OPUS TRADING FUND LLC - BBX
ORDER OF FELICIAN SISTERS CS NT OF ST FRANCIS
OREGON SHEET METAL WORKERS MASTER RETIREMENT TRUST, CURRENT TRUSTEE
ORPHEUS TRUST, ROBERT LEBERMAN, TRUSTEE
OSBORNE INTERIM TRUST DTD 2/7/02, CURRENT TRUSTEE
OTTO J KOCH TRUST U/A DTD NOV 18 1992, OTTO J KOCH, TRUSTEE
OVERLOOK CAPITAL LLC
P & K BISSINGER REV TRUST, PAUL A. BISSINGER, JR., KATHLEEN B. BISSINGER, TRUSTEES
P KENT THRUSH MD KEOGH TR, PETER KENT THRUSH, TRUSTEE
P L SANKEY
PACIFIC SELECT FUND - EQUITY INDEX PORTFOLIO
PACIFICORP (OTHER TRUSTS), FRANK BURKHARTSMEYER, TRUSTEE
PACKAGE DEVELOPMENT CORP.
PACTIV CORPORATION
PALISADES PARTNERS LP
PALMER HOME FOR CHILDREN SCHOLARSHIP ENDOWMENT ACCOUNT
PALOMA SECURITIES LLC
PAMELA KAY PEAVY BRANDT TRUST UAD 12/30/1983, JOHN PEAVY III, TRUSTEE
PAMELA S. LINDBERG, AS BENEFICIARY OF THE ESTATE OF ALFRED C. GLASSELL JR.
PANDION II CHARITABLE REMAINDER UNITRUST U/A DTD 12/22/2005, PETER R. BRINCKERHOFF, TRUSTEE
PANDORA SELECT PARTNERS, LP
PANOS ENTERPRISES INC ETAL PSP & RET PL U/A DTD 12/31/1973, STEVE PANOS, TRUSTEE
PAPER PRODUCTS, MISCELLANEOUS CHAUFFEURS, WAREHOUSEMEN, HELPERS, MESSENGERS, PRODUCTION AND OFFICE WORKERS LOCAL 27 PENSION FUND
PARK AVE INVESTMENT SERVICES PLG
PARK NATIONAL CORPORATION
PARKER S GATES IR TRUST, BANK OF AMERICA, N.A., TRUSTEE

PAROCHIAL EMPLOYEES RETIREMENT SYSTEM LOUISIANA
PARTNERS GROUP ALTERNATIVE STRATEGIES PCC LTD
PARTNERS GROUP ALTERNATIVE STRATEGIES PCC LTD – BLACK VEGA CELL
PARTNERS GROUP ALTERNATIVE STRATEGIES PCC LTD – GREY DELTA CELL
PARTNERS GROUP ALTERNATIVE STRATEGIES PCC LTD – YELLOW VEGA CELL
PAT S PHELPS 1935 TRUST FBO RS PHELPS, CURRENT TRUSTEE
PATIENCE HUMPHREY
PATRICIA CALLAHAN THRAPP IRA, FIDELITY MANAGEMENT TRUST CO CUST
PATRICIA CROWE WARREN RESIDUARY TRUST NO. 2, SUSAN BABCOCK, JEFFREY CHANDLER, CAMILLA CHANDLER FROST, ROGER GOODAN, WILLIAM STINEHART, JR., JUDY C. WEBB, WARREN B. WILLIAMSON, TRUSTEES
PATRICIA FULTON EEK REV TRUST U/A DTD 09/25/1987, NATHANIEL SISSON EEK, TRUSTEE
PATRICIA I WALSH
PATRICIA J SHAND
PATRICIA J SMITH, MSSB, CUSTODIAN
PATRICIA L. STEWART F/K/A PATRICIA STEWART HAYES
PATRICIA S. PHELPS 1935 TRUST FBO CYNTHIA L. PHELPS, JAMES C. WALDO, TRUSTEE
PATRICIA S. PHELPS 1935 TRUST FBO NINA P. GORN, JAMES C. WALDO, TRUSTEE
PATRICIA S. PHELPS 1935 TRUST FBO STEWART PHELPS, JAMES C. WALDO, TRUSTEE
PATRICIA SORM, MS&CO, CUSTODIAN
PATRICIA W BERNHARDT
PATRICK G RYAN
PATRICK H. DOHERTY III
PATRICK J SLOYAN IRA ROLLOVER FIDELITY MANAGEMENT TRUST CO CUST
PATRICK J. MCGLINN IRA, PATRICK J. MCGLINN, RBC DAIN RAUSCHER, CUSTODIANS
PATRICK L OCONNOR R/O IRA, FCC, CUSTODIAN
PATRICK M. SCHLEDER AND CHRISTINE S SCHLEDER
PATRICK MOONEY TRAD IRA, WFBNA, CUSTODIAN
PATRICK S MAGUIRE TRUSTMARK SERVICES CO PLAN FBO, FIDELITY MANAGEMENT TRUST CO, TRUSTEE
PATRICK T. HACKETT AND JANIENNE HACKETT PATTON ALBERTSON
PAUL C ROMANAZZI JR.
PAUL C. KONRAD AND KIRSTEN KONRAD
PAUL D BORMAN
PAUL F. GISSEL ATLANTIC TRUST ACCOUNT, CURRENT TRUSTEE
PAUL G EITNER
PAUL H DEAN MARITAL TRUST A, SHIRLEY H DEAN & STACY DEAN YOCHUM, TRUSTEES
PAUL H DEAN RESIDUARY TRUST B U/A DTD 12/07/89, SHIRLEY H DEAN AND STACY DEAN YOCHUM, TRUSTEES
PAUL HARVEY AURANDT TRUST UA 11/13/90 M-B, CURRENT TRUSTEE
PAUL I COHEN
PAUL J. KENKEL
PAUL KUAI YU LEONG

PAUL M MEISTER 2005 REVOCABLE TRUST U/A 10/20/05, PAUL M MEISTER, TRUSTEE
PAUL M. MAHONEY, PAUL P. MAHONEY TRUST DTD 12/28/1978, PAUL M. MAHONEY, TRUSTEE
PAUL PAI AND HELENA PAI JT TEN
PAUL R GERKEN
PAUL SCHINDLER IRRA, MERRILL LYNCH, PIERCE, FENNER & SMITH, CUSTODIAN FPO
PAUL W MORRIS IRA, FCC, CUSTODIAN
PAUL W. DILLON GRANDCHILDREN'S TRUST DATED 12/6/41 FBO PAUL D. GODDARD, THE NORTHERN TRUST COMPANY, TRUSTEE
PAULA L. CURRIE IRA R/O, AMERIPRISE TRUST COMPANY ACF
PAULA MILLER TRIENENS TRUST DATED 9-18- 91, HOWARD J. TRIENENS AND THE NORTHERN TRUST COMPANY, TRUSTEES
PAULA STANDLEY
PAULEY LIVING TRUST U/A DTD 09/23/1988, STEPHEN AND MARYLYN PAULEY, TRUSTEES
PAVERS & ROAD BUILDERS PENSION FUND
PCRG A/C FOR XXXX2645
PCRG A/C FOR XXXX2646
PCRG FUND I, LLC
PEAK 6 PERFORMANCE MGMNT LLC
PEAK6 INVESTMENTS A/C 8PK PEAK6 ADVISORS
PEAK6 PERFORMANCE MANAGEMENT LLC
PEAPACK GLADSTONE BANK
PEARL F SCHALLER TRUST U/W, HARRY D. SCHALLER, TRUSTEE
PEARL LAWRENCE REVOCABLE TRUST UA MAR 30, 1990, PEARL LAWRENCE, TRUSTEE
PECARO FAMILY TRUST DTD 04-12-02, DANIEL D PECARO AND OFELIA R PECARO, TRUSTEES
PENINSULA MOTOR CARS INC
PENNSYLVANIA GENERAL INSURANCE CO.
PENNSYLVANIA MUNICIPAL RETIREMENT SYSTEM
PENNSYLVANIA PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM
PENSIOENFONDS HORECA & CATERING
PENSION COMMINGLE FUND, SUMITOMO MITSUI TRUST BANK, LIMITED, TRUSTEE
PENSION FUND ASSOCIATION FOR LOCAL GOVERNMENT OFFICIALS
PENSION FUND OF THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST)
PENSION FUND OF THE INTL UNION OF OPERATING ENGRS LCL 14-14B
PENSION RESERVES INVESTMENT TRUST FUND, PENSION RESERVES INVESTMENT MANAGEMENT BOARD, TRUSTEE
PENSION TRUST FUND LOCAL UNION #27, CURRENT TRUSTEE
PENSIONSKASSE SYNGENTA
PENTWATER CREDIT PARTNERS FUND LTD
PENTWATER GROWTH FUND LTD
PEOPLE'S BENEFIT LIFE TEAMSTERS ACCOUNT
PEOPLES BENEFIT LIFE TEAMSTERS DVP ACCOUNT
PEOPLES SECURITIES INC
PEPPERDINE UNIVERSITY
PEQUOT CREDIT OPPORTUNITIES FUND LP
PEQUOT DIVERSIFIED MASTER FUND, LTD.
PERCEVAL INVESTMENT PARTNERS P, L.P.
PERMAL TB VALUE LTD.

PERRY COUNTY DENTAL GROUP INC FBO LAWRENCE NASH PEN TRUST U/A DTD 10-01- 2006, R.G. HAGY, TRUSTEE
PERRY LOUISE LANE AND RICHARD EUGENE LANE
PERRY PARTNERS L.P.
PERSHING LLC
PERSHING SECURITIES LTD
PETER A BARBER
PETER A NIELSEN
PETER A YOUNG
PETER ARNELL AND SARA ARNELL
PETER C LARDNER
PETER C LARDNER TRUST DATED 08/06/91, PETER C LARDNER, TRUSTEE
PETER C SCRIVNER & ELLEN M SCRIVNER
PETER DEAN GRUMHAUS GIFT TRUST, KRISTIN W BRENNAN, TRUSTEE
PETER F HOWE TRUST U/A DTD 11-20-95, PETER F HOWE, TRUSTEE
PETER G. LAGEN
PETER J FERNALD TRUST U/A 1/13/92, PETER J FERNALD, TRUSTEE
PETER JADROSICH IRA NATIONAL FINANCIAL SERVICES LLC/FIDELITY MANAGEMENT TRUST CO, CUSTODIAN
PETER KNAPP AND JENNIFER KNAPP
PETER KOCH
PETER R MARINO IRA ROLLOVER, CHARLES SCHWAB & CO INC, CUSTODIAN
PETER RIZZO AND KIMBERLY RIZZO
PETER W. KING
PG&E POSTRETIREMENT MEDICAL PLAN TRUST, THE BANK OF NEW YORK MELLON, TRUSTEE
PG&E QUAL CPUC NDT PARTNERSHIP
PHILIP B CHASE REVOCABLE TRUST, U/A/D 07/28/94, CHASE L LEAVITT, TRUSTEE
PHILIP B DOHERTY TRUST U/A DTD 04/28/2000, PHILIP B. DOHERTY, TRUSTEE
PHILIP B LLOYD CAMBRIDGE SAVINGS BANK
PHILIP CHANDLER RESIDUARY TRUST NO. 2, SUSAN BABCOCK, JEFFREY CHANDLER, CAMILLA CHANDLER FROST, ROGER GOODAN, WILLIAM STINEHART, JR., JUDY C. WEBB, WARREN B. WILLIAMSON, TRUSTEES
PHILIP H SLESUR AND DAVID P SLESUR JT TEN
PHILIP HALPIN
PHILIP HULSIZER AND MARY HULSIZER
PHILIP S STYLIANOS
PHILIP V MANN
PHILIPS ELECTRONICS N.A. CORP MASTER RETIREMENT TRUST, CURRENT TRUSTEE
PHILLIP W GREER IRA, FIDELITY MANAGEMENT TRUST CO CUST
PHOEBE P BENDER
PHYLLIS G ROTH
PHYLLIS M ANDERSON IRA, AMERIPRISE TRUST COMPANY, CUSTODIAN
PHYLLIS W FAGIN TRUST U/A DTD 6/2/95, DEBRA F MASCHINO, TRUSTEE
PHYSICAL, INDEX ARB EXCH FOR IDA KIERAN KILKENNY BRYAN CROSS
PICTET & CIE
PICTET & CIE (EUROPE) S.A. LUXEMBOURG
PIM EQUITY AVERAGE PRICE ACCT
PINES EDGE VALUE INVESTORS LP

PINNACLE HEALTH SYSTEM BOARD DESIGNATED LCV
PINNACLE HEALTH SYSTEM PENSION PLAN
PIPEFITTERS LOCAL 274 ANNUITY
PIPEFITTERS LOCAL 274 PENSION FUND
PITNEY BOWES, INC.
PITT COUNTY MEMORIAL HOSPITAL
PITTMAN TRUST, RIDGE PITTMAN, TRUSTEE
PJM CHARITABLE FOUNDATION INC
PL PIERCE SURVIVING SPS'S TRUST DTD 09-17- 2005, PL PIERCE, TRUSTEE
PLAN B TRUSTEES LIMITED
PLATINUM GROVE CONTINGENT CAPITAL MASTER FUND LTD.
PLEASANT T. ROWLAND REVOCABLE TRUST, RHONA VOGEL, TRUSTEE
PLEIADES INVESTMENT PARTNERS - G, L.P.
PLEIADES TRUST, ROBERT LEBERMAN, TRUSTEE
PLM FOUNDATION TRUST, PHILIP L. MILSTEIN & CHERYL G. MILSTEIN, TRUSTEES
PLUMBERS & PIPEFITTERS LOCAL 123 PENSION LCV
PLUMBERS & PIPEFITTERS NATIONAL PENSION FUND
PLUMBERS AND PIPEFITTERS LOCAL 501 F/K/A PLUMBERS AND PIPEFITTERS LOCAL 507
PLUMBERS LOCAL 101 PEN PLAN
PLUMBERS LOCAL UNION NO. 519 PENSION FUND
PME GLOBAL VALUE
PNC BANK NATIONAL ASSOCIATION
PNC BANK, NATIONAL ASSOCIATION F/K/A BANK OF LANCASTER COUNTY NA
POLICEMEN'S ANNUITY AND BENEFIT FUND OF CHICAGO
POLLY H. HOWELLS
POLLY H. WERTHMAN IRREVOCABLE TRUST UA, BANK OF AMERICA, N.A. AND PIERCE ATWOOD LLP, TRUSTEES
POND VIEW CREDIT (MASTER) LP - TRADI
POOL WIOF U.S. VALUE EQUITY
PORTER ORLIN LLC F/K/A PORTER, FELLEMAN, INC.
PORTFOLIO STRATEGIES INCORPORATED
POSEN FAMILY LIMITED PARTNERSHIP
POSER INVEST INC RET TRUST UAD 09/29/1995, WALTER L POSER, TRUSTEE
POWER AUTHORITY OF THE STATE OF NEW YORK
POWERSHARES BUYBACK ACHIEVERS PORTFOLIO, A SERIES OF POWERSHARES EXCHANGE TRADED FUND TRUST
POWERSHARES FTSE RAFI CONSUMER SERVICES SECTOR PORTFOLIO
POWERSHARES FTSE RAFI US 1000 PORTFOLIO, A SERIES OF POWERSHARES EXCHANGE TRADED FUND TRUST
PRADEEP MEHRA & BHAVIKA MEHRA
PRAMOD J. SHAH
PRESSMAN'S PUBLISHERS PENSION FUND
PRIAC FUNDS
PRIDEAUX-BRUNE TRUST UA 07 17 87, ROWLAND & GENEVIEVE PRIDEAUX-BRUNE, TRUSTEES
PRIME ANN L DECD TRUST U/W RES TR, CURRENT TRUSTEE
PRIMEVEST FINANCIAL SERVICES, INC.

PRINCETON THEOLOGICAL SEMINARY
PRINCIPAL FUNDS INC-LARGECAP BLEND FUND II
PRINCIPAL VARIABLE CONTRACTS FUNDS INC.- LARGE CAP BLEND ACCOUNT II
PRISCILLA G POWELL LVG TRUST U/A DTD 4/25/97, PRISCILLA G POWELL, TRUSTEE
PRISM PARTNERS I, L.P.
PRISM PARTNERS II OFFSHORE FUND
PRISM PARTNERS III LEVERAGED LP
PRISM PARTNERS IV LEVERAGED OFFSHORE FUND
PRISM PARTNERS OFFSHORE FUND
PRO SHARES ULTRA S&P 500
PRODUCER-WRITERS GUILD OF AMERICA PENSION TRUST/PENSION PLAN, MICHAEL KOLLER, TRUSTEE
PROGRESS COMMON TRUST, BEVERLY PASLEY- HARRISON, TRUSTEE
PROGRESS ENERGY INC.
PROGRESS ENERGY SERVICE CO
PROGRESS ENERGY, INC. MASTER DECOMMISSIONING TRUST - BRUNSWICK UNIT NO. 1 QUALIFIED FUND - EQUITY, PROGRESS ENERGY SERVICE COMPANY, TRUSTEE
PROGRESS ENERGY, INC. MASTER DECOMMISSIONING TRUST - BRUNSWICK UNIT NO. 2 QUALIFIED FUND - EQUITY, PROGRESS ENERGY SERVICE COMPANY, TRUSTEE
PROGRESS ENERGY, INC. MASTER DECOMMISSIONING TRUST - HARRIS UNIT NO. 1 QUALIFIED FUND - EQUITY, PROGRESS ENERGY SERVICE COMPANY, TRUSTEE
PROGRESS ENERGY, INC. MASTER DECOMMISSIONING TRUST - ROBINSON UNIT NO. 2 QUALIFIED FUND - EQUITY, PROGRESS ENERGY SERVICE COMPANY, TRUSTEE
PROGRESSIVE CASUALTY INSURANCE - PROGRESSIVE-HALCYON INS CO
PROSPECTOR PARTNERS LLC
PROSPECTOR SUMMIT FUND, L.P.
PROXY GOVERNANCE, INC. - JMR&MCG/DE8
PRUDENTIAL INVESTMENT MANAGEMENT, INC.
PRUDENTIAL INVESTMENT PORTFOLIOS 3 (PRUDENTIAL STATEGIC VALUE FUND)
PRUDENTIAL INVESTMENT PORTFOLIOS 8 - PRUDENTIAL STOCK INDEX FUND F/K/A DRYDEN INDEX SERIES FUND
PRUDENTIAL INVESTMENT PORTFOLIOS 8 (PRUDENTIAL STOCK INDEX FUND)
PRUDENTIAL INVESTMENTS LLC
PRUDENTIAL PENSIONS LIMITED
PRUDENTIAL RETIREMENT INSURANCE AND ANNUITY COMPANY
PRUDENTIAL RETIREMENT SA LVS LCV
PSP FOREIGN EQUITY FUND
PTR FOUNDATION
PUBLIC EMPLOYEE RETIREMENT SYSTEM OF IDAHO
PUBLIC EMPLOYEES RETIREMENT ASSOCIATION OF NEW MEXICO
PUBLIC EMPLOYEES RETIREMENT SYSTEM OF NEVADA
PUBLIC SCHOOL TEACH PEN RE
PUBLIC SCHOOL TEACHERS' PENSION AND RETIREMENT FUND OF CHICAGO
PUBLIC SECTOR PENSION INVESTMENT BOARD

PUTNAM LOVELL NBF SECURITIES INC
PUTNAM S&P 500 FUND
PUTNAM S&P 500 INDEX FUND, PUTNAM FIDUCIARY TRUST COMPANY, TRUSTEE
PVA-3233/RHUMBLINE ADVISORS
Q4 PARTNERS LP
QC CO.
QCM ABSOLUTE RETURN FUND
QUANTITATIVE MASTER SERIES LLC F/K/A QUANTITATIVE MASTER SERIES TRUST (MASTER S&P 500 INDEX SERIES), CURRENT TRUSTEE
QUENTIN KUENZLI ADMIN TR, ERMAGARD E. KUENZLI, TRUSTEE
QUIET LIGHT SECURITIES, LLC
QUINN MARTIN DOLAN
QUIXOTE CAPITAL MANAGEMENT LLC
QUIXOTE CAPITAL PARTNERS LP
QUIXOTE FOUNDATION
QVT FUND LP
QVT FUND LP AND QUINTESSENCE FUND L.P.
QWEST DEFINED BENEFIT/DEFINED CONTRIBUTION MASTER TRUST, CURRENT TRUSTEE
QY7 JOINT ACCOUNT (G-BAR LIMITED PARTNERSHIP)
R AND E VANDER MEER 95 REV TRUST, R VANDER MEER, TRUSTEE
R CHARLES RASHID II
R DANIEL SOULES
R F FOUNDATION
R JAMES MACALEER
R K MELLON CTF #3
R OSBORNE UAD 10/10/2006, RICHARD C OSBORNE, TRUSTEE
R. DEAN JOLLAY, JR
R. J. BROOKS COMMUNITY PROPERTY TRUST, THE NORTHERN TRUST COMPANY, TRUSTEE
R. KENT ERICKSON
R. MARK MALLORY 401(K) SAVINGS PLAN
R. MARK MALLORY, R. MARK MALLORY TRUST U/A DTD 12/30/1999, R. MARK MALLORY, TRUSTEE
RABO CAPITAL SERVICES, INC.
RADHARANI GUPTA
RADIOLOGY CONSULTANTS PC 401K
RAE F PATTERSON SELF TRUST, RAE F PATTERSON, TRUSTEE
RAFAEL ORDONEZ REVOCABLE LIVING TRUST DTD. JUNE 9, 2009, RAFAEL A. ORDONEZ, TRUSTEE
RAFI GLOBAL EQUITY FUND
RALPH D. LOWENSTEIN JR
RALPH GOETTING JR
RALPH H GIBSON AND MARY E JUNCK
RALPH LOUCKS TRUST, RALPH B LOUCKS, TRUSTEE
RALPH W GOETTING JR 2000 TRUST, RALPH W GOETTING JR, TRUSTEE
RALPH W GOETTING JR ROLLOVER IRA, TD AMERITRADE INC, CUSTODIAN
RAMACHANDRA N KURUP IRA ROLLOVER, FIDELITY MANAGEMENT TRUST CO CUST
RAMIRO BARRERA III
RAMIUS SECURITIES, LLC
RAMONA G HOWARD LIV TRUST U/A 1/18/96, RAMONA G HOWARD, TRUSTEE
RAMONA R DIAZ AND BONITA DIAZ

RANDALL GLENN PIANT AND JULIE ANN PIANT
RANDALL M TOIG MD TR, RANDALL M TOIG MD, TRUSTEE
RANJIT MATHODA
RANSON WEBSTER AND NORMA WEBSTER
RAPPAPORT FAMILY TRUST U/A DTD 06/04/1992, NANETTE ROSENBERG, MARJORIE ROZMAN, TRUSTEES
RAY A. ANDERSON IRA, FCC, CUSTODIAN
RAYMOND & ANNA SCHROER TRUST U/A DTD 09/28/2006, ANNA B SCHROER, SUSAN F FREDERICK, TRUSTEES
RAYMOND A ECKHART AND MARGARET E ECKHART JT TEN
RAYMOND A. UZANAS CGM ROTH CONVERSION IRA, STATE STREET BANK AND TRUST COMPANY, CUSTODIAN
RAYMOND DELESCAILLE
RAYMOND E JANCZAK IRA NATIONAL FINANCIAL SERVICES LLC/FIDELITY MANAGEMENT TRUST CO, CUSTODIAN
RAYMOND F FALK
RAYMOND GENE NOVELLY
RAYMOND GENE NOVELLY SEPP IRA FIDELITY MANAGEMENT TRUST CO CUST
RAYMOND J ALLEN LIVING TRUST U/A DTD 06/06/88, RAYMOND J ALLEN, TRUSTEE
RAYMOND J MCCUTCHEON
RAYMOND J MCCUTCHEON AND AUDREY E MCCUTCHEON
RAYMOND J STANCY IRA ROLLOVER, CHARLES SCHWAB & CO INC, CUSTODIAN
RAYMOND JAMES & ASSOCIATES INC
RAYMOND JOHN FRANK REVOCABLE TRUST UA 03/07/00, RAYMOND JOHN FRANK, TRUSTEE
RAYMOND M LUTHY TRUST, ELAINE A LUTHY, TRUSTEE
RAYMOND R COFFEY TRAD IRA JPMORGAN CHASE BANK CUST
RAYMOND SALVATORE IRA ROLLOVER ACCOUNT, PERSHING LLC, CUSTODIAN
RAYTHEON MASTER PENSION TRUST (LARGE CAP/LONG/SHORT/MARKET NEUTRAL), CURRENT TRUSTEE
RB&W/GAMCO
RBC CAPITAL MARKETS, LLC F/K/A FERRIS BAKER WATTS, INC.
RBC CAPITAL MARKETS, LLC F/K/A RBC CAPITAL MARKETS CORPORATION
RBC DEXIA INVESTOR SERVICES BANK S.A.
RBC DISB/MIGROS AST US.
RBC DOMINION SECURITIES, INC.
RBC O'SHAUGHNESSY CANADIAN EQUITY FUND
RBC O'SHAUGHNESSY U.S. VALUE FUND
RBS CITIZENS N.A.
RBS DEP SKANDIA SF US EQ FD QMA
RBS SECURITIES INC.
RCCI MANAGEMENT, LLC
RE GINNA NUCLEAR POWER PLANT LLC MASTER DECOMMISSIONING TRUST, CONSTELLATION ENERGY NUCLEAR GROUP, CURRENT TRUSTEE
READER'S DIGEST ASSOCIATION INC. RETIREMENT PLAN
REBECCA B SANDA
REBECCA VANDER VEEN
RED DIAMOND PASS US EQ LTD-INV ADV

RED GIANTS PRODUCTIONS INC
REDACTED AT REQUEST OF OFFICE OF TEXAS ATTORNEY GENERAL
REDBOURN PARTNERS LTD
REDWOOD MASTER FUND LTD
REED ELSEVIER US RETIREMENT PLAN
REFORM PENSION BOARD LCV
REGENCE BLUE CROSS/BLUE SHIELD OF OREGON
REGENCE BLUESHIELD
REGENTS OF THE UNIVERSITY OF MICHIGAN
REGENTS OF UNIVERSITY OF CALIFORNIA
REGIONS BANK
REGIONS MORGAN KEEGAN SELECT MID CAP VALUE FUND
REHABILITATION HOSPITAL OF THE PACIFIC DEF BEN PENS PL
REICHHOLD, INC. (REICHHOLD CHEMICALS INC.)
RELATIVE VALUE LTD - HIGHBRIDGE EVENT DRIVEN
RELIANCE TRUST CO.
REMPEL BROTHERS
RENAISSANCE FUND ADVISORS
RENATE J. TUCKER REVOCABLE LIVING TRUST, RENATE J. TUCKER, TRUSTEE
RENEE E CASTELLUZZO TRUST U/A DTD 01/14/2000, RENEE E CASTELLUZZO, TRUSTEE
RENEE H MILLER LIVING TRUST U/A DTD 12/13/97, RENEE H MILLER, TRUSTEE
RENEE H. MILLER LIVING TRUST, RENEE H MILLER, TRUSTEE
REPUBLIC BANK AND TRUST CO.
RESIDUARY TRUST B-2 UNDER THE 1986 SANDRETTI LIVING TRUST, RONALD A. SANDRETTI, TRUSTEE
RETIREMENT PROGRAM PLAN FOR EMPLOYEES OF CERTAIN EMPLOYERS AT THE U.S. DEPARTMENT OF ENERGY FACILITIES AT OAK RIDGE, TENN.
RETIREMENT SYSTEM OF ALABAMA
REUBEN E CALOW LIVING TRUST UA 11/03/98, BARBARA A CALOW, REUBEN E CALOW, TRUSTEES
REV SHELDON COOPER INS TRUST U/A 4/25/67, SHELDON COOPER, MARY H. COOPER, TRUSTEES
REX L STURM IRA, RBC CAPITAL MARKETS, CUSTODIAN
REX L STURM TRUST DTD 7/15/99, REX L STURM, TRUSTEE
REX LOGAN STURM, JR
REX R MULL AND NANCY B MULL
REXNORD-ZURN HOLDINGS INC. MASTER TRUST
RGM FOR GA MATTESON III 12/30/70 BANK OF AMERICA, N.A., TRUSTEE
RHETA R. SMITH
RHETT BUTLER, AGENT
RHS FAMILY PARTNERSHIP LTD
RHUMBLINE S.A. FREE S&P INDEX
RIC DIVERSIFIED EQUITY
RICHARD & DESPINA HAIGLER LIVING TRUST UA 11/04/91, RICHARD HAIGLER AND DESPINA HAIGLER, TRUSTEES
RICHARD & DIANE KUCERA TRUST U/A/D 03-23-2007, RICHARD A. KUCERA, DIANE A KUCERA, TRUSTEES

RICHARD & GAYLE LANDUYT TRUST U/A DTD 11/16/1991, G LANDUYT & R LANDUYT, TRUSTEES
RICHARD A GREENWOOD IRA SEPP, THE NORTHERN TRUST COMPANY, CUSTODIAN
RICHARD A PITINO
RICHARD A. ASNT-PAYNE
RICHARD A. FORSYTHE REVOCABLE TRUST UA DATED JANUARY 22, 1985, RICHARD A. FORSYTHE, TRUSTEE
RICHARD ASKIN AND CAROL ASKIN, ASKIN FAMILY TRUST U/A DTD 09/27/1990, RICHARD ASKIN, CAROL ASKIN, TRUSTEES
RICHARD B. COHEN REVOCABLE TRUST, RICHARD B. COHEN, TRUSTEE
RICHARD BURRELL MADDOX IRA, TD AMERITRADE CLEARING, CUSTODIAN
RICHARD C. FREEDMAN AND LYNDA M. FREEDMAN
RICHARD COOLEY AND BERNADETTE COOLEY
RICHARD D DUDLEY
RICHARD DARDEN
RICHARD DEAN LEWIS AND CAROLYN LEE LEWIS
RICHARD ENGBERG AND DOROTHY ENGBERG
RICHARD ERNST AND LORRAINE ERNST
RICHARD G BROWN
RICHARD GERING
RICHARD H COPP REV LIV TRUST U/A DTD 03/25/92, RICHARD H COPP, TRUSTEE
RICHARD H SCHWAMB
RICHARD H. RICCIARDI & CHER DELLIN RICCIARDI
RICHARD HAIGLER
RICHARD J HOFFMAN
RICHARD J ORTHWEIN REV TRUST DTD 3/13/01, C/O RICHARD J ORTHWEIN OR CURRENT TRUSTEE
RICHARD J WOODY IRA, RAYMOND JAMES & ASSOCIATES, INC., CUSTODIAN
RICHARD J WOSTICK
RICHARD J. MOONEY IRA, FCC, CUSTODIAN
RICHARD JAMES BAMISH
RICHARD JOHN DEFOE
RICHARD KALLENBERGER AND NANCY KALLENBERGER JT WROS
RICHARD L GOLDSTEIN
RICHARD L. PHILLIPS
RICHARD M ADER
RICHARD M VANDER MEER
RICHARD M VANDER MEER AND ELLEN J VANDER MEER
RICHARD M. BASOCO AND CARYL W. BASOCO JT WROS
RICHARD MAK AND HOA AI TU
RICHARD MORABITO CGM IRA ROLLOVER, STATE STREET BANK AND TRUST COMPANY, CUSTODIAN
RICHARD MOY IRA, MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED, CUSTODIAN
RICHARD O KEARNS REVOCABLE TRUST, RICHARD O. KEARNS AND THE NORTHERN TRUST COMPANY, TRUSTEES
RICHARD P. SIMMONS
RICHARD PANIAGUA
RICHARD R. SCHMALTZ
RICHARD ROTT
RICHARD RYAN, TRUSTEE OF RESERVATIONS

RICHARD S. CATALANO
RICHARD T. GARRETT CGM IRA, STATE STREET BANK AND TRUST COMPANY, CUSTODIAN
RICHARD T. YU IRA, PERSHING LLC, CUSTODIAN
RICHARD T. YU, AMERITRADE INC, CUSTODIAN
RICHARD TRIEST LVG TRUST U/A DTD 2-29-96, RICHARD R TRIEST, TRUSTEE
RICHARD W WATTS IRA, FIRST CLEARING LLC, CUSTODIAN
RICHARD W. MCINTOSH AND JENIFER B. BOOTH F/K/A JENIFER B. MCINTOSH
RICHARD Y CHAO INTERESTS LTD
RICHMAN GREER PA 401K PROFIT SHARING PLAN
RICHMOND CAPITAL MASTER FD LTD
RICHMOND ENHANCED CAPITAL LP
RICK L COLYER
RIEF RMP LLC
RIEF TRADING LLC
RIP INVESTMENTS, LP
RISK FACIL 99: CLOSE/RISK - U.S. SHARES PROGRAMS
RIVERSOURCE ABSOLUTE RETURN FUND LLC
RIVERSOURCE ABSOLUTE RETURN FUND LP
RIVERSOURCE ENHANCED ABSOLUTE RETURN
RIVERSOURCE EQUITY INDEX BASE FUND
RIVERSOURCE LARGE CAP SERIES, INC. (COLUMBIA LARGE CAP INDEX FUND A/K/A RIVERSOURCE DISCIPLINED EQUITY FUND)
RIVERSOURCE LARGE CAP SERIES, INC. (COLUMBIA LARGE CORE QUANTITATIVE FUND F/K/A RIVERSOURCE LARGE CAP EQUITY FUND)
RIVERSOURCE STRATEGIC ALLOCATION SERIES, INC. (COLUMBIA STRATEGIC ALLOCATION FUND F/K/A RIVERSOURCE STRATEGIC INCOME ALLOCATION FUND)
RIVERSOURCE VP – DYNAMIC EQUITY FUND
RIVERSOURCE VP S&P 500 INDEX FUND
RMH INDEX FUND LLC
ROBECO INSTITUTIONAL ASSET MANAGEMENT BV
ROBERT & EVELYN DEBES FAMILY TRUST UA 9/30/85, ROBERT CARL DEBES, EVELYN MAURIC DEBES, TRUSTEES
ROBERT & HANNAH CROOKS REV TRUST U/A 2/16/06, ROBERT W CROOKS, HANNAH C CROOKS, TRUSTEES
ROBERT & MILDRED HARRIS TRUST 7H-249, CLAUDIA HARRIS BROWN, TRUSTEE
ROBERT A GERNAND AND DIANA L GERNAND
ROBERT A HABERMANN REVOCABLE TRUST U/A DTD 4/20/99, ROBERT A HABERMANN, TRUSTEE
ROBERT A LANGE
ROBERT A STRUTZEL DECLR TRUST U/A 9/28/04, ROBERT A STRUTZEL, TRUSTEE
ROBERT A STRUTZEL IRA ROLLOVER, FIDELITY MANAGEMENT TRUST CO CUST
ROBERT A. FOX & ESTHER G. FOX
ROBERT A. SIMINS AND JAMIE A. SIMINS
ROBERT B DOLD AND EILEEN C NORRIS
ROBERT B GREENE JR TRUST U/A 11/06/86, ROBERT B GREENE JR, TRUSTEE
ROBERT C & NANCY LOBDELL FAMILY TRUST UA 08/20/96, NANCY LOBDELL, TRUSTEE
ROBERT C VICKERS AND MARY T VICKERS
ROBERT C. & LAURENA P. HUBER

ROBERT C. NEWMAN AND JUDITH S. NEWMAN
ROBERT C. PALMER IRA R/O, DELAWARE CHARTER GUARANTEE & TRUST, CUSTODIAN
ROBERT CHASE
ROBERT D H HARVEY
ROBERT D SPARR
ROBERT D. BOSAU DESIGNATED BENE PLAN/TOD
ROBERT DISHON FAMILY TRUST, 1ST SOURCE BANK, TRUSTEE
ROBERT E LA BLANC & ELIZABETH ANNE LA BLANC FOUNDATION
ROBERT E MATTHEWS AND DIANNE S MATTHEWS
ROBERT E. LA BLANC
ROBERT EDWARD BELLACK
ROBERT EVANS
ROBERT EVANS AND NANCY FEIGENBAUM
ROBERT EVANS IRA
ROBERT F FUSON IRA ROLLOVER, CHARLES SCHWAB & CO INC, CUSTODIAN
ROBERT F. SHANNON
ROBERT F. WALSH AND GLORIA E. WALSH
ROBERT FARRINGTON ROLLOVER ACCOUNT, PERSHING LLC, CUSTODIAN
ROBERT G SCHLOERB TRUST DATED MAY 01 91, ROBERT G SCHLOERB, TRUSTEE
ROBERT G WITT IRA FIDELITY MANAGEMENT TRUST CO CUST
ROBERT G. SPECK
ROBERT H CARRIER IRA ROLLOVER, TD AMERITRADE CLEARING, CUSTODIAN
ROBERT H FARRINGTON MARITAL TRUST UAD 09/05/05, ROBERT H FARRINGTON AND ROBERT F FARRINGTON, TRUSTEES
ROBERT H HARPER
ROBERT H HUFFMAN III IRA, FIDELITY MANAGEMENT TRUST CO CUST
ROBERT H HUFFMAN III REV TRUST U/A 3/12/90, ROBERT H HUFFMAN III, TRUSTEE
ROBERT H TACKETT IRA, FCC, CUSTODIAN
ROBERT J BROOKES TRUST U/A 3/10/87 FBO
ROBERT J BROOKES AND VALENTINE M BROOKES, ROBERT J BROOKES, TRUSTEE
ROBERT J GUNTERBERG
ROBERT J KERR
ROBERT J VARECHA
ROBERT J WHITE TRUST U/A/D 06/16/99, ROBERT JOSEPH WHITE, TRUSTEE
ROBERT J. KUHN DECL OF TRUST DTD 4-6-92, THOMAS J. KUHN, TRUSTEE
ROBERT J. LEONARD AND JANE E. LEONARD
ROBERT J. PASSANEAU
ROBERT JOSEPH WHITE TRUST U/A/D 06/16/99, ROBERT J WHITE, TRUSTEE
ROBERT K KRAFT
ROBERT K. URBAIN AND JEANETTE C. URBAIN
ROBERT KUHN
ROBERT L MANUEL AND FRANCES E MANUEL
ROBERT L. DRUMMEY AND DORIANN C. DRUMMEY ATBE
ROBERT L. FROELICH
ROBERT L. NEWTON CGM IRA, STATE STREET BANK AND TRUST COMPANY, CUSTODIAN
ROBERT L. OAKUM AND SUSANN OAKUM
ROBERT M BERGER

ROBERT M WORSFOLD IRA ROLLOVER, FIDELITY MANAGEMENT TRUST CO CUST
ROBERT M. KAHN CGM IRA ROLLOVER, STATE STREET BANK AND TRUST COMPANY, CUSTODIAN
ROBERT M. STEINER, ROTHSCHILD INVESTMENT CORP. EMPLOYEE PROFIT SH PLAN DESIGNATED INV ACCT FBO
ROBERT M. TREBOUX
ROBERT MOSBERG
ROBERT O'BRIEN, EXECUTOR U/W CHARLOTTE O'BRIEN
ROBERT PARRILLO TRUST, U/A DTD 12/27/1990, ROBERT PARRILLO, TRUSTEE
ROBERT R BLEND, BLEND DECEDENT'S TRUST, UAD 12/2/99, ROBERT R BLEND, THOMAS R BLEND, TRUSTEES
ROBERT R CULL TRUST U/A 1/14/98, ROBERT R CULL, TRUSTEE
ROBERT R. MCCORMICK FOUNDATION
ROBERT RAMSEY
ROBERT ROSENBERG TRUST U/A DTD 11/02/1977, NANETTE ROSENBERG, MARJORIE ROZMAN, TRUSTEES
ROBERT S EVANS
ROBERT S LA MANTIA
ROBERT S MORRISON, ROBERT S MORRISON 2000 TRUST U/A/D 11/30/2000, ROBERT S MORRISON, TRUSTEE
ROBERT S SPLITHOFF TRUST U/A/D 05-27-1992, ROBERT S. SPLITHOFF, TRUSTEE
ROBERT S. GLEASON, SR.
ROBERT V FATTIBENE AND MILDRED W FATTIBENE
ROBERT VANDEWATER CR SHEL TRUST U/W/O R VANDEWATER, ELIZABETH P VANDEWATER, NOEL DECORDOVA JR, TRUSTEES
ROBERT W & MARGARET A EDER REV LIVING TRUST UA DTD 05/02/03, MARY MADDEN, TRUSTEE
ROBERT W BAIRD CO. INC.
ROBERT W HASKINS LIVING TR
ROBERT W YOUNG
ROBERT WESLEY THORNBURGH FIDUCIARY MGT. ASSOC. LLC 401K, KATHRYN VORISEK, TRUSTEE
ROBERT/LOIS ERBURU LIV TRUST U/A 03/19/96, ROBERT F ERBURU, LOIS STONE ERBURU, TRUSTEES
ROBERTSON FIVE, INC.
ROBIN LLOYD
ROBIN WOOD ORTHOPEDIC SPECIALISTS BENEFIT TRUST, CURRENT TRUSTEE
ROBSON INTERESTS, LTD.
ROBYN L. MOTLEY
ROCCA LIMITED LIABILITY CO
ROCK SOLID INVESTMENTS LLC
ROCKWOOD INVESTMENT PARTNERS LP
RODMAN W. MOORHEAD, III
RODOLFO V GIL
ROGER BARE
ROGER D ELLIOTT
ROGER GOODAN AND KRISTINE JONES GOODAN, A WASHINGTON MARITAL COMMUNITY
ROGER H JOHNSON
ROGER WILLIAMS UNV ED GROWTH EQ

ROGERS F WORTHINGTON
ROMANO BROTHERS & CO.
ROMANS 85 LLC
RONALD CANN TRUST UAD 11-22-04, RONALD E. CANN, TRUSTEE
RONALD G HEIBER IRA, FCC, CUSTODIAN
RONALD H. GALOWICH
RONALD H. GALOWICH IRA R/O, DELAWARE CHARTER GUARANTEE & TRUST, CUSTODIAN
RONALD J BOEHM
RONALD L BORNHUETTER
RONALD RETTAGLIATA AND BARBARA RETTAGLIATA
RONALD SHINDLER
RONDA PURDY
RONDRA MATTHEWS AND KEITH MATTHEWS
RONIN CAPITAL LLC
ROSALIE BECKENBAUGH
ROSANNE LEGANO IRA AMERIPRISE TRUST CO ACF
ROSE HANCOCK AND JIMMY HANCOCK ATBE
ROSE M HOWELLS
ROSE MARIE BOYD
ROSE T. BOSAU DESIGNATED BENE PLAN/TOD
ROSEMARY E SKAPLEY IRA ROLLOVER, FIDELITY MANAGEMENT TRUST CO CUST
ROSEMARY T. COX REVOCABLE TRUST DTD 5/21/2004, ROSEMARY T. COX, TRUSTEE
ROSEMARY V. GILLESPIE
ROSENBAUM LIV TRUST U/A DTD 5/7/98, MAX ROSENBAUM, MITZI ROSENBAUM, TRUSTEES
ROSENBERG REVOCABLE TRUST, LOUISE ROSENBERG, TRUSTEE
ROSLYN FURTH TRUST U/A DTD 11/16/2004, NANCY YACYSHYN SUCC, TRUSTEE
ROSS & JUNE REEVES JT LIV TRUST U/A 11/30/09, ROSS N REEVES III, JUNE D REEVES, TRUSTEES
ROSS DAVID CAHN
ROVENSKY TRUST U/D FBO AJLR 62GSX, CURRENT TRUSTEE
ROY J. CARVER CHARITABLE TRUST, CURRENT TRUSTEE
ROY V NOLTING AND CAROL M NOLTING
ROYAL TRUST CORPORATION OF CANADA
ROYCE W NATION AND NELL NATION
RS S&P 500 INDEX VIP SERIES
RUANWIL LLC
RUBEN J. CORNEJO CGM IRA, STATE STREET BANK AND TRUST COMPANY, CUSTODIAN
RUSSELL 1000 ALPHA TILTS B -- RLBCORE
RUSSELL 1000 ALPHA TILTS FUND BL
RUSSELL 1000 INDEX FUND
RUSSELL 1000 VALUE COMMON TRUST FUND
RUSSELL 1000 VALUE FUND
RUSSELL 1000 VALUE FUND B
RUSSELL 1000 VALUE INDEX NL QP COMMON TRUST FUND, STATE STREET BANK AND TRUST COMPANY, TRUSTEE
RUSSELL 1000 VALUE SL COMMON TRUST FUND, STATE STREET BANK AND TRUST COMPANY, TRUSTEE
RUSSELL 2500 INDEX FUND
RUSSELL 3000
RUSSELL 3000 INDEX FUND

RUSSELL 3000 INDEX FUND COMMON TRUST FUND, STATE STREET BANK AND TRUST COMPANY, TRUSTEE
RUSSELL 3000 INDEX NON-LENDING COMMON TRUST FUND, STATE STREET BANK AND TRUST COMPANY, TRUSTEE
RUSSELL 3000 SCREENED INDEX NON-LENDING COMMON TRUST FUND, STATE STREET BANK AND TRUST COMPANY, TRUSTEE
RUSSELL E ATHA JR DONOR TRUST U/A DTD 09/10/1999, RUSSELL E ATHA, CAROLEE ATHA, TRUSTEES
RUSSELL EQUITY I FUND
RUSSELL F STEPHENS JR TRUST U/A DTD 02/10/1992, RUSSELL F STEPHENS JR, TRUSTEE
RUSSELL INVESTMENT COMPANY
RUSSELL INVESTMENT COMPANY DIVERSIFIED EQUITY FUND
RUSSELL INVESTMENT COMPANY PLC
RUSSELL INVESTMENT GROUP
RUSSELL P KELLEY JR TRUST, RUSSELL P KELLEY JR, TRUSTEE
RUSSELL RUSTICI
RUSSELL T. STERN TRUST B, THE NORTHERN TRUST COMPANY, RUSSELL T. STERN JR., PATRICIA STERN ROSS, TRUSTEES
RUSSELL US CORE EQUITY FUND
RUTH A. BOHANNON CGM IRA ROLLOVER, STATE STREET BANK AND TRUST COMPANY, CUSTODIAN
RUTH B ZARITSKY
RUTH B. BARKER IRREVOCABLE TRUST DATED 1/11/78 CREATED UNDER THE EMILY B. BALDWIN TRUST, THE NORTHERN TRUST COMPANY, TRUSTEE
RUTH C. VON PLATEN TRUST NO. 2, SUSAN BABCOCK, JEFFREY CHANDLER, CAMILLA CHANDLER FROST, ROGER GOODAN, WILLIAM STINEHART, JR., JUDY C. WEBB, WARREN B. WILLIAMSON, TRUSTEES
RUTH EISEN
RUTH EISEN TRUST 7E-121, RUTH EISEN, TRUSTEE
RUTH F TALAMO TRUST DTD 01/24/06, RUTH TALAMO, S CHARLES TALAMO, TRUSTEES
RUTH M TANKERSLY REV TRUST AMD 6/16/2000 U/A 10/6/92, RUTH M TANKERSLEY, TRUSTEE
RUTH MCCORMICK TANKERSLEY REVOCABLE TRUST DATED OCTOBER 6, 1992, RUTH MCCORMICK TANKERSLEY, TRUSTEE
RUTH STEIF SUPPORT TRUST FOR WILLIAM U/A DTD 01/02/1980, WILLIAM STEIF, TRUSTEE
RUTH STEIN DISCRETIONARY TRUST FOR JOAN S FREEHLING UAD 1/2/80, CURRENT TRUSTEE
RUTH TANKERSLEY TRUST U/A DTD 12/03/1990, MCKIM N BARNES, TRUSTEE
RUTH WOTTGE
RUTHELLYN MUSIL 401(K) SAVINGS PLAN
RUTHELLYN MUSIL, RUTHELLYN MUSIL TRUST U/A DTD 07/27/2001, RUTHELLYN MUSIL, TRUSTEE
RWB FUNDS - INVESTMENT TRUST
RYAN SKLENICKA JT REV TRUST U/A DTD, RICHARD M. RYAN & CAROL J. SKLENICKA, TRUSTEES
RYDEX DYNAMIC TRUST, S&P 500 2X STRATEGY FUND

RYDEX ETF TRUST, RYDEX S&P 500 PURE VALUE ETF
RYDEX ETF TRUST, RYDEX S&P EQUAL WEIGHT CONSUMER DISCRETIONARY ETF
RYDEX ETF TRUST, RYDEX S&P EQUAL WEIGHT ETF
RYDEX SERIES FUNDS, ABSOLUTE RETURNS STRATEGIES FUND
RYDEX SERIES FUNDS, LARGE CAP VALUE FUND
RYDEX SERIES FUNDS, MULTI-HEDGE STRATEGIES FUND
RYDEX SERIES FUNDS, S&P 500 PURE VALUE FUND
RYDEX VARIABLE TRUST, ABSOLUTE STRATEGIES RETURN FUND
RYDEX VARIABLE TRUST, LARGE CAP VALUE FUND
RYDEX VARIABLE TRUST, MULTI-HEDGE STRATEGIES FUND
RYDEX VARIABLE TRUST, S&P 500 PURE VALUE FUND
S & P 500 EQUITY INDEX WEIGHTED FUND LP A/K/A S & P 500 INDEX EQUAL WEIGHT - ADVISORY RESEARCH INC
S CHARLES BAER JR TRUST U/A DTD JULY 1 1992, S CHARLES BAER JR, TRUSTEE
S KEATING AND CAROL RHOADS TRUST U/A DTD 11/07/1994, S KEATING RHOADS AND CAROL RHOADS, TRUSTEES
S&P 500 EQUAL WEIGHT COMMON TRUST FUND, STATE STREET BANK AND TRUST COMPANY, TRUSTEE
S&P 500 EQUITY INDEX WEIGHTED FUND LP
S&P 500 FLAGSHIP COMMON TRUST FUND, STATE STREET BANK AND TRUST COMPANY, TRUSTEE
S&P 500 INDEX COMMON TRUST FUND, STATE STREET BANK AND TRUST COMPANY, TRUSTEE
S&P 500 INDEX E.W.F., LP
S&P 500 INDEX FUND - UBS GLOBAL ASSET MANAGEMENT (AMERICAS) INC.
S&P 500 INDEX FUND, A SERIES OF SEI INSTITUTIONAL MANAGED TRUST
S&P 500 SCREENED SL COMMON TRUST FUND, STATE STREET BANK AND TRUST COMPANY, TRUSTEE
S&P 500 STOCK MASTER PORTFOLIO
S&P 500 TOBACCO FREE COMMON TRUST FUND, STATE STREET BANK AND TRUST COMPANY, TRUSTEE
S&P CONSERVATIVE INDEX COMMON TRUST FUND, STATE STREET BANK AND TRUST COMPANY, TRUSTEE
S.E.I.U. LOCAL #25 PENSION FUND
S.E.I.U. LOCAL #25 PENSION TRUST, JIM MCARDLE, TRUSTEE
SA FUNDS-INVESTMENT TRUST (S.A. U.S. MARKET FUND)
SA FUNDS-INVESTMENT TRUST (S.A. U.S. VALUE FUND)
SACRAMENTO COUNTY EMPLOYEES RETIREMENT SYSTEM
SACRED HEART UNIVERSITY
SAHARA INVESTMENTS, LLC
SAINT LOUIS UNIVERSITY
SALEH H. AL HUMAIDAN
SALISBURY BANK & TRUST CO.
SALLY B O'KEEFE

SALLY B O'KEEFE 1999 RESTATED TRUST U/A/D 5/12/1999, SALLY B O'KEEFE, TRUSTEE
SALLY H CONTANT TRUST U/A DTD 10/13/1983, SALLY H CONTANT, TRUSTEE
SALLY M DIXON IRA ROLLOVER FIDELITY MANAGEMENT TRUST CO CUST
SALLY S SHELLEN TRUST U/A 12/21/99, SALLY S SHELLEN, TRUSTEE
SALOMON J DAYAN TRUST U/A DTD 11/08/78, SALOMON J DAYAN, TRUSTEE
SAM J AZZARELLO TRUST U/W, FRANK MAGGIO, TRUSTEE
SAMBASIVAN NARAYANAN
SAMCO CAPITAL MKTS
SAMPENSION INVEST
SAMPLE H FOR D HILL
SAMPLE P L FOR REBECCA
SAMUEL CLEMENT REV 10/05 CP & CO, CURRENT TRUSTEE
SAMUEL H FRANKEL TRUST U/A/D 01/28/80, SAMUEL H FRANKEL, TRUSTEE
SAMUEL J MEYER GST EXEP TRUST M423 U/A 11/10/85 AMD 9/20/91, PATRICIA M LIVINGSTON, JOSEPH B GLOSSBERG, TRUSTEES
SAMUEL P RECKFORD
SAMUEL S MOORE TRUST U/A DTD 10/11/1988, SAMUEL MOORE, TRUSTEE
SAMUEL T. PESUSICH TRUST U/A DTD 11/19/1990, SAMUEL T. PESUSICH, ZANDRA L. HALSTEAD, TRUSTEES
SAMUEL ZELL
SAN FRANCISCO EMPLOYEES' RETIREMENT SYSTEM A/K/A SAN FRANCISCO CITY & COUNTY EMPLOYEES' RETIREMENT SYSTEM
SAN FRANCISCO LADIES' PROTECTION AND RELIEF SOCIETY D/B/A THE HERITAGE
SANDELMAN PARTNERS MULTI-STRATEGY MASTER FUND
SANDERS MORRIS HARRIS, INC. A/K/A SMH CAPITAL INC
SANFORD BERNSTEIN COMPANY, INC.
SANFORD C BERNSTEIN FUND INC - ALLIANCE BERNSTEIN INVESTOR SERVICES
SANFORD C BERNSTEIN FUND INC - ALLIANCE BERNSTEIN LP
SANFORD C. BERNSTEIN & CO., LLC
SANFORD C. BERNSTEIN FUND, INC.
SANIBEL CAPTIVA TRUST CO.
SANO INVESTMENTS LLC
SANTA BARBARA COUNTY EMPLOYEES RETIREMENT SYSTEM
SANTA CLARA UNIVERSITY
SANTA FE ART FOUNDATION
SANTA FE G VWAP (EQ722)
SARA A LIGHTBOURN
SARA J NEWMAN LIVING TRUST U/A/D 04/14/89, SARA J NEWMAN, TRUSTEE
SARA JOYCE TRUST U/A DTD 1/7/2005, M. JOYCE & S. JOYCE TRUSTEES
SARA L WEBER AND ROBERT P LANGAN
SARAH A O'BRIEN TRUST DTD 8-18-03, KEVIN D O'BRIEN AND SARAH A O'BRIEN, TRUSTEES
SARAH FRANCES COWLES STEWART TRUST FBO DOUGLAS BABCOCK, PHILIP BABCOCK, TRUSTEE
SARAH FRANCES COWLES STEWART TRUST FBO PHILIP BABCOCK, PHILIP BABCOCK, TRUSTEE
SARAH LEE BALDWIN

SARGEANT & LUANN JOYS LIVING TRUST U/A DTD 09/23/2001, SARGEANT E JOYS & LUANN G JOYS, TRUSTEES
SAUDI ARABIAN MONETARY AGENCY
SAVANNAH RIVER NUCLEAR SOLUTIONS LLC MASTER TRUST, CURRENT TRUSTEE
SBC MASTER PENSION TRUST, CURRENT TRUSTEE
SBL FUND SERIES H
SBL FUND, SERIES N
SBL FUND, SERIES O
SC BLACKROCK SMALL CAP INDEX FUND F/K/A SC OPPENHEIMER MAIN STREET CAP FUND
SC EDISON NUCLEAR FACILITIES QUALIFIED CPUC DECOM MASTER TRUST, CURRENT TRUSTEE
SCB CANADA TRUST DIVERSIFIED (SANFORD C. BERNSTEIN)
SCG BALA EQUITY OPTIONS (SUSQUEHANNA CAPITAL GROUP)
SCHAEFER-NEVADA INC
SCHAEER ROWLETT & ASSOCIATES
SCHAEIERMANN LIVING TRUST, U/A DTD 08/28/1997, ANNE SCHAEIERMANN, TRUSTEE
SCHOOL BOARD OF MARTIN COU U/A DTD 02/03/1989, S WILCOX, L GAYLORD, TRUSTEE
SCHOOL EMPLOYEES RETIREMENT SYSTEM OF OHIO - LSV US LRG
SCHOOL EMPLOYEES RETIREMENT SYSTEM OF OHIO - SSGA PASSIVE
SCHULER TRUST UTD 01/18/88, CURRENT TRUSTEE
SCHULMAN FINANCIAL L P SS-908, CUSTODIAN
SCHULTZE APEX MASTER FUND LTD
SCHULTZE ASSET MANAGEMENT, LLC (A/C ARROW DISTRESSED FUND)
SCHULTZE MASTER FUND LTD
SCHURZ COMMUNICATIONS INC. DEFINED BENEFIT
SCHWAB 1000 INDEX FUND
SCHWAB CAPITAL TRUST
SCHWAB FUNDAMENTAL US LARGE COMPANY INDEX FUND A/K/A SCHWAB FUNDAMENTAL US LARGE COMPANY
SCHWAB MARKETTRACK GROWTH PORTFOLIO (2M28)
SCHWAB S&P 500 INDEX FUND (2M32)
SCHWAB S&P 500 INDEX FUND F/K/A SCHWAB INSTITUTIONAL SELECT S&P 500 FUND (2M37)
SCHWAB S&P 500 INDEX PORTFOLIO (2M46)
SCHWAB TOTAL STOCK MARKET INDEX FUND (2M40)
SCOTIA CAPITAL INC.
SCOTT C SMITH
SCOTT C SMITH 401(K) SAVINGS PLAN
SCOTT C SMITH TRUST U/A DTD 04/16/1983, SCOTT C SMITH, TRUSTEE
SCOTT GOODMAN AND NANCY GOODMAN
SCOTT KLARQUIST
SCOTT R COOK
SCOTTRADE, INC.
SCRIPPS FAMILY REV. TRUST U/A/D 02-16-2006/SB, BARRY H. AND GAIL D. SCRIPPS, TRUSTEES
SDA LARGE CAP EQUITY INDEX CL A

SDG&E NUC FACILITIES NQ CPUC DECOM MASTER TRUST FOR SONGS, SEMPRA ENERGY, TRUSTEE
SDG&E QUALIFIED NUCLEAR DECOMMISSIONING TRUST PARTNERSHIP, SEMPRA ENERGY, TRUSTEE
SEASONS SERIES TRUST - FOCUS VALUE PORTFOLIO
SEASONS SERIES TRUST - LARGE CAP VALUE PORTFOLIO
SEASONS SERIES TRUST - MID CAP VALUE PORTFOLIO
SECURIAN FUNDS TRUST F/K/A ADVANTUS SERIES FUND, INC. (INDEX 500 PORTFOLIO)
SECURITIES LENDING OPS LOAN COLLATERAL ACCOUNT P&L 74878
SECURITY BENEFIT LIFE INSURANCE COMPANY
SECURITY BENEFIT/RYDEX
SECURITY BENEFIT/RYDEX SBL N MANAGED ASSET ALLOCATION SERIES
SEEING EYE FOUNDATION
SEI GLOBAL INVESTMENTS FUND - GLOBAL UNCONSTRAINED ALPHA FUND
SEI GLOBAL MASTER FUND PLC - US LARGE COMPANIES FUND
SEI INSTITUTIONAL INVESTMENTS TRUST LARGE CAP
SEI INSTITUTIONAL INVESTMENTS TRUST LCV
SEI INSTITUTIONAL MANAGED TRUST LARGE CAP
SEI INSTITUTIONAL MANAGED TRUST LCV
SEI INSTITUTIONAL MANAGED TRUST TAX MANAGED
SEI INSTITUTIONAL MANAGED TRUST TAX MANAGED LARGE CAP
SEI INSTITUTIONAL MANAGED TRUST TAX-MANAGED LARGE CAP FUND
SEI INVESTMENTS CANADA COMPANY (U.S. LARGE COMPANY EQUITY FUND)
SEI PRIVATE TRUST COMPANY
SEIU LOCAL 36 BOLR PENSION FUND
SEIU MASTER TRUST A/K/A SEIU MASTER PENSION TRUST
SELF-INSURANCE RESERVE FUND - MASTER TRUST INVESTMENT ACCOUNTS (CHRISTIANA CARE HEALTH SERVICES, INC.), WILMINGTON TRUST COMPANY, TRUSTEE (CHRISTIANA CARE UNRESTRICTED INVESTMENT FUND)
SEMPRA ENERGY PENSION MASTER TRUST, SEMPRA ENERGY, TRUSTEE
SENTINEL INVESTMENT PARTNERS LTD
SENTRY SELECT CAPITAL INC.
SESLIA SECURITIES
SETH A THAYER
SEYMOUR LIBRARY FOUNDATION INC
SG AMERICAS SECURITIES, LLC
SGAM AI EQUITY FUND - RENAISSANCE INSTITUTIONAL EQUITY
SGIF LARGE CAP VALUE FUND (R1V ENHANCED)
SHAPIRO LIVING TRUST UAD 06/12/1996, STEVE TALMUD, TRUSTEE
SHAREBUILDER SECURITIES CORP
SHARON B. CHRISTILF A/K/A SHARON ANNE BRADFORD

SHARON B. ZELL, SHARON B. ZELL FAMILY TRUST #2 DTD 1/21/94 RESTATED 5/10/96, SHARON B. ZELL, TRUSTEE
SHARON L. BOULTINGHOUSE TRUST, SHARON H. BOULTINGHOUSE, TRUSTEE
SHARON ROSENHAUSE
SHARON SPEAR
SHEET METAL WORKERS LOCAL 104 SUPPLEMENTAL PENSION PLAN, KAUFMAN & GOBLE SECURITY TRUST COMPANY, CUSTODIAN
SHEET METAL WORKERS' LOCAL 73 PENSION FUND A/K/A SHEET METAL WORKERS' LOCAL 73 PENSION TRUST, CURRENT TRUSTEE
SHEET METAL WORKERS NATIONAL PENSION FUND
SHEET METAL WORKERS PENSION TRUST OF NORTH CALIFORNIA ATPA, CURRENT TRUSTEE
SHEILA L PELLEGRINI 1961 REV, BANK OF AMERICA, N.A., TRUSTEE
SHELDON GRAY
SHELDON GRAY (PHL)
SHELDON S. FISCHER
SHELL CONTRIBUTORY PENSION FUND ("SCPF")
SHELL OVERSEAS CONTRIBUTORY PENSIONS FUND ("SOCPF")
SHERRIE M ARGIRION REV TRUST U/A DTD NOV 13, 1996, SHERRIE M ARGIRION, TRUSTEE
SHERRY L LONDON IRA ROLLOVER, FIDELITY MANAGEMENT TRUST CO CUST
SHERRY P. BRODER IRA A/K/A SHERRY P. BRODER TRUST U/A DTD 1/1/94, SHERRY BRODER, TRUSTEE
SHERRY P. BRODER IRA, DELAWARE CHARTER GUARANTEE & TRUST, CUSTODIAN
SHERWIN A. ZUCKERMAN IRA, PERSHING LLC, CUSTODIAN
SHIRLEY C. BEAL GEGENHEIMER
SHIRLEY J SPERLING AND SUSAN J MARTIN
SHIRLEY MIKA IRA ROLLOVER IRA SPOUSAL ROLLOVER, CHARLES SCHWAB & CO INC, CUSTODIAN
SHIRO HIGASHI LIVING TRUST UA 04/10/96, SHIRO HIGASHI, TRUSTEE
SHUNDE THEE WONG
SI TRUST SERVICING
SICAV STATE STREET BANQ, PARIS
SIDNEY J SILVER WBNA COLLATERAL ACCOUNT
SIGMUND HSIAO AND JY-HWA YING
SIG-SS CBOE JOINT ACCOUNT, SUSQUEHANNA INVESTMENT GROUP, CUSTODIAN
SIL 1 LTD
SILVER POINT CAPITAL FUND L.P.
SILVER POINT CAPITAL OFFSHORE FUND, LTD.
SIMIN N. ALLISON
SIMON WOTTGE
SIMPSON FAMILY TRUST U/A 02/24/97, JAMES R SIMPSON, SUSAN J SIMPSON, TRUSTEES
SINCLAIR ELEVATOR 401K PROFIT SHARING TRUST DTD 12-29-1980, ROGER BAKER, TRUSTEE
SINCLAIR SMITH SIRAGUSA FM TRUST DATED 4/17/75, CURRENT TRUSTEE
SIRAGUSA ENTERPRISES LP
SIRAGUSA FOUNDATION
SIRAGUSA HOLDINGS INC

SIRIUS INTERNATIONAL INSURANCE CORPORATION
SISTERS OF CHARITY OF LEAVENWORTH NOT-FOR-PROFIT MASTER CUSTODY AGREEMENT
SISTERS OF SAINT CASIMIR
SISTERS OF THE BLESSED VIRGIN
SISTERS SERVANTS OF IMMACULATE HEART OF MARY FUND
SIX SIS AG
SJ MEMORIAL HOSPITAL -NORTHERN TRUST
SJC CAPITAL LLC
SJL MOORE LTD
SJUNDE AP-FONDEN PREMIUM SAVINGS FD AP7/CUSTODY SERVICES
SKANDIA INVESTMENT MANAGEMENT LIMITED
SKANDINAVISKA ENSKILDA BANKEN AB
SKYLAWN ENDOWMENT CARE FUND UTA DATED 02/09/1969
SLOYAN LIVING TRUST U/A 03/03/00, PATRICK J SLOYAN, PHYLLIS H. SLOYAN, TRUSTEES
SMITH AND REILLY FAMILY FOUNDATION U/A 7/14/99, SCOTT C SMITH, MARTHA R SMITH, TRUSTEES
SMITH, MOORE & CO.
SMOKE RISE FOUNDATION, INC.
SOBRATO FAMILY HOLDINGS, LLC
SOCIETE EUROPEENE DE BANQUE LUXEMBOURG S.A.
SOCIETE GENERALE ASSET MANAGEMENT ALTERNATIVE INVESTMENTS
SOCIETE GENERALE ASSET MANAGEMENT CO. (THROUGH MASTER TRUST BANK OF JAPAN)
SOCIETE GENERALE SECURITIES SERVICES
SOCIETY FOR THE DANISH OLD PEOPLES HOME
SOCIETY OF PHOTO OPTICAL
SOHIER WILLIAM D FBO ELEANOR ETAL-TR, BNY MELLON NA, TRUSTEE
SOL DIAMOND TRUST DATED 12/4/72, TERRY AND MURIEL DIAMOND, TRUSTEES
SOLOTKIN INV LTD, A PARTNERSHIP
SONDRA FETNER
SOPHIA A BANAKIS TRUST UA 11/27/00, SOPHIA A BANAKIS, TRUSTEE
SOPHIE & MALCOLM MCCONNELL
SOUTH CAROLINA RETIREMENT SYSTEM
SOUTH DAKOTA RETIREMENT SYSTEM
SOUTH SHORE HOSPITAL CORPORATION
SOUTHERN CALIFORNIA EDISON COMPANY NUCLEAR FACILITIES QUALIFIED CPUC DECOMMISSIONING MASTER TRUST
SOUTHERN CALIFORNIA UNITED FOOD AND COMMERCIAL WORKERS UNION AND FOOD EMPLOYERS JOINT PENSION FUND
SOUTHERN CALIFORNIA UNITED FOOD AND COMMERCIAL WORKERS UNIONS AND FOOD EMPLOYERS JOINT PENSION TRUST FUND, CURRENT TRUSTEE
SOUTHERN COMPANY SYSTEM MASTER RETIREMENT TRUST, CURRENT TRUSTEE
SOUTHERN ELECTRICAL RETIREMENT FUND DTD 8/22/1975, PAUL GASS & LANNY SMITH, TRUSTEES
SOUTHERN NEVADA CULINARY & BARTENDERS PENSION TRUST FUND BARTENDERS LOCAL # 165, CURRENT TRUSTEE
SOUTHWEST CARPENTERS PENSION TRUST MCV, CURRENT TRUSTEE

SOUTHWEST CARPENTERS PENSION TRUST RUSSELL 3000 (736), CURRENT TRUSTEE
SOUTHWEST SECURITIES, INC.
SOVEREIGN BANK
SOWOOD ALPHA FUND LP
SOWOOD ALPHA FUND, LTD.
SOWOOD CAPITAL MANAGEMENT
SPDR DOW JONES TOTAL MARKET ETF
SPDR S&P 500 ETF
SPDR S&P MIDCAP 400 ETF TRUST A/K/A SPDR MIDCAP 400 TRUST, THE BANK OF NEW YORK MELLON, TRUSTEE
SPECTRUM TRADING LLC - MICHAEL M. TARPY JBO
SPECTRUM TRADING LLC - ZACHARY SHOWALTER JBO
SPENCER W BEARD AND SHARRON R BEARD
SPIEGEL & SPIEGEL PA MPP U/A 1/1/91, SAM SPIEGEL, SIMONE SPIEGEL, TRUSTEES
SPINDLE LIMITED PARTNERSHIP
SPINNING WHEEL LP
SPRINT CORPORATION
SPRINT CORPORATION MASTER TRUST, CURRENT TRUSTEE
SR LATIGO MASTER MA LTD CITCO FUND SVS(CAYMAN ISLANDS) LTD
SR LOEB ARBITRAGE MASTER MA LTD
SS&C TECHNOLOGIES, INC. F/K/A COGENT MANAGEMENT INC.
SSB EXCHANGE FUND - CONFIDENTIAL CLIENT
SSB EXCHANGE FUND (STATE STREET GLOBAL ADVISORS)
SSB-TRUST CUSTODY
SSCSIL RIC II US VALUE - TACOMA (RUSSELL INVESTMENTS)
SSGA IAM SHARES FUND (STATE STREET GLOBAL ADVISORS)
SSGA JAPAN CO LTD (STATE STREET GLOBAL ADVISORS)
SSGA S&P 500 INDEX FUND
SSGA S&P 500 INDEX FUND CTF
SSGA WORLD FUNDS (STATE STREET GLOBAL ADVISORS)
SSIHM CHARITABLE TRUST U/A 6/3/88, S SATTLER, HELEN E INGLES, TRUSTEE
SSM HEALTH CARE
ST. BARNABAS HOSPITAL & BRAKER MEMORIAL HOME EMPLOYEES CUSTODY
ST. FRANCIS FRIENDS OF THE POOR, INC
ST. GREGORY COLLEGE PREPARATORY SCHOOL
ST. IGNATIUS COLLEGE PREP
ST. JOSEPH INVESTMENT FUND LCV
ST. PETERSBURG COLLEGE FOUNDATION INC
STACEY LYNN ARTANDI IRA ROLLOVER, CHARLES SCHWAB & CO INC, CUSTODIAN
STACIE ELIZABETH FORD, ACTING TRUSTEE AND BENEFICIARY OF THE ALFRED C. GLASSSELL JR. CHILDREN'S TRUST FOR STACIE ELIZABETH FORD
STAFFORD INVESTMENT MANAGEMENT LLC
STANFORD STODDARD IRR TRUST UA, STANFORD C STODDARD, TRUSTEE
STANLEY CZERWIEN AND BRIDGET GAWENDA JT WROS
STANLEY FREEHLING
STANLEY G. HARRIS CHARITY TRUST 6/13/45, BMO HARRIS BANK, N.A., TRUSTEE

STANLEY G. HARRIS CYNTHIA TRUST 6/13/45, BMO HARRIS BANK, N.A., TRUSTEE
STANLEY G. HARRIS MAR TRUST 6/17/65, BMO HARRIS BANK, N.A., TRUSTEE
STANLEY G. HARRIS MARIAN TRUST 6/13/45, BMO HARRIS BANK, N.A., TRUSTEE
STANLEY G. HARRIS RUTH TRUST 6/13/45, BMO HARRIS BANK, N.A., TRUSTEE
STANLEY G. HARRIS TRUST 6/10/46, BMO HARRIS BANK, N.A., TRUSTEE
STANLEY J. GRADOWSKI, JR. TRUST DTD 3-26-97, STANLEY J. GRADOWSKI, JR., TRUSTEE
STANLEY K FRIEDMAN
STANLEY L WALSKI
STANLEY LANE AND MILLIE LANE TIC
STANTON R. COOK - STANTON R. COOK CHARITABLE REMAINDER TRUST, CURRENT TRUSTEE
STARK & ROTH INC AS SUCCESSOR TO DEEPHAVEN CAPITAL MANAGEMENT LLC
STARK GLOBAL OPPORTUNITIES MASTER FUND LTD
STARK MASTER FUND LTD
STATE FARM FIRE & CASUALTY INSURANCE COMPANY
STATE FARM INSURANCE COMPANIES EMPLOYEE RETIREMENT TRUST, CURRENT TRUSTEE
STATE FARM LARGE CAP INDX
STATE FARM LIFE INSURANCE COMPANY
STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY
STATE FARM VARIABLE PRODUCT TRUST (LARGE CAP EQUITY INDEX FUND), CURRENT TRUSTEE
STATE GENERAL RESERVE FUND OF THE MINISTRY OF FINANCE OF SULTAN OF OMAN
STATE OF ALASKA SBS
STATE OF ARIZONA
STATE OF CONNECTICUT
STATE OF MICHIGAN EMPLOYEES' RETIREMENT SYSTEM
STATE OF WYOMING
STATE STREET BANK - GBL ALPHA EDGE COMMON TRST FD & TRUST COMPANY
STATE STREET BANK & TRUST BKR 997
STATE STREET BANK & TRUST CO PORTFOLIO #2769
STATE STREET BANK & TRUST CO. AS SUCCESSOR TO INVESTORS BANK & TRUST COMPANY
STATE STREET BANK & TRUST CO., TRUSTEE OR CUSTODIAN FOR CLOSED FUNDS
STATE STREET BANK & TRUST CO., TRUSTEE OR CUSTODIAN FOR CONFIDENTIAL CLIENT 1
STATE STREET BANK & TRUST CO., TRUSTEE OR CUSTODIAN FOR CONFIDENTIAL CLIENT 2
STATE STREET BANK & TRUST COMPANY
STATE STREET BANK LUXEMBOURG, S.A.
STATE STREET EQUITY 500 INDEX PORTFOLIO (STATE STREET GLOBAL ADVISORS)
STATE STREET EQUITY 500 INDEX PORTFOLIO A/K/A STATE STREET AMR
STATE STREET GLOBAL
STATE STREET GLOBAL ADVISORS FUND
STATE STREET GLOBAL ADVISORS INDEX FUNDS SICAV

STATE STREET GLOBAL ADVISORS, INC.
STATE STREET GLOBAL ADVISORS, INC. - RUSSELL 1000 VALUE CTF
STATE STREET MANAGEMENT S.A.
STATE STREET TRUST AND BANKING CO. LTD.
STATE TEACHERS RETIREMENT SYSTEM OF OHIO A/K/A STRS OHIO RETIREMENT BOARD
STATE UNIVERSITIES RETIREMENT SYSTEM
STATIONARY ENGINEERS LOCAL 39 PENSION TRUST FUND, CURRENT TRUSTEE
STAVROU PARTNERS LP
STEAMFITTERS LOCAL 420
STEFANO CARBONIN
STEINMETZ, ROBERT C
STELLARONE BANK
STEPHAN P ROTHERMEL
STEPHANIA G FUSICK
STEPHANIE B FLYNN TRUST U/A DTD 11/14/62, STEPHANIE B. FLYNN & WILLIAM J. BYRNES, TRUSTEES
STEPHANIE CAHN
STEPHANIE F. HANSEN
STEPHANIE MURRAY LIVING TRUST, STEPHANIE MURRAY, TRUSTEE
STEPHANIE S ABRUTYN, MS&CO, CUSTODIAN
STEPHANIE TANSOR REV DEED OF TRUST UA DTD 12/1/2008, STEPHANIE TANSOR, TRUSTEE
STEPHEN D CARVER
STEPHEN D CARVER IRA, NATIONAL FINANCIAL SERVICES LLC/FIDELITY MANAGEMENT TRUST CO, CUSTODIAN
STEPHEN E QUAST IRA 12/31/1995, STEPHEN E. QUAST, TRUSTEE
STEPHEN HERBERT KAELEBER
STEPHEN HERBERT KAELEBER IRA ROLLOVER FIDELITY MANAGEMENT TRUST CO CUST
STEPHEN J DONNELLY & CONSTANCE R DONNELLY
STEPHEN J DONNELLY IRA NATIONAL FINANCIAL SERVICES LLC/FIDELITY MANAGEMENT TRUST CO, CUSTODIAN
STEPHEN JAMES ROTHERMEL
STEPHEN L. O'CONNOR, STEPHEN L. O'CONNOR TRUST, BANK OF AMERICA, N.A., TRUSTEE
STEPHEN M WEST TRAD IRA, WFBNA, CUSTODIAN
STEPHEN M. CHAPLIN AND CAROL M. CHAPLIN
STEPHEN MANHEIMER
STEPHEN MAUZER IRA DTD 02/11/02, THE NORTHERN TRUST COMPANY, CUSTODIAN
STEPHEN P. HOLMES AND BONNIE HOLMES TIC
STEPHEN R MILLER IRA NATIONAL FINANCIAL SERVICES LLC/FIDELITY MANAGEMENT TRUST CO, CUSTODIAN
STEPHENS INC.
STERLING FINANCIAL TRUST COMPANY
STERN INVESTMENTS, LLC
STERNE AGEE & LEACH, INC.
STEVE H. KAGAN IRA ROLLOVER ACCOUNT, VANGUARD FIDUCIARY TRUST CO, CUSTODIAN
STEVEN A TANANBAUM
STEVEN A. BALLMER
STEVEN BACKER IRA, MERRILL LYNCH, PIERCE, FENNER & SMITH, CUSTODIAN FPO
STEVEN BALLARD HUNTLEY IRA ROLLOVER, VANGUARD FIDUCIARY TRUST CO, CUSTODIAN
STEVEN BURGER

STEVEN C ROBERTS & EVA LOUISE FRAZER
STEVEN DAVID LEVITT AND JEANNETTE LEVITT
STEVEN G. BOOTH
STEVEN J LOTZ IRA CONTRIBUTORY, CHARLES SCHWAB & CO INC, CUSTODIAN
STEVEN M MILLER ALCATEL-LUCENT SAVINGS PLAN FBO, FIDELITY MANAGEMENT TRUST CO, TRUSTEE
STEVEN M MILLER AND SUSAN CAROL MILLER
STEVEN M. SHIPKA FAMILY TRUST U/A, STEVEN M SHIPKA, TRUSTEE
STEVEN RAPKIN
STEVEN SOSNICK
STEVEN U LEE AND JUNG E LEE
STEVEN W. MORRIS
STEVEN WINKLER AND ANDE-ELLEN WINKLER
STEWART FUNDS, INC. (STEWART MULTI-MANAGER EQUITY FUND)
STEWART FUNDS, INC. (STEWART MULTI-MGR E)
STICHTING BEDRIJFSPENSIONENFONDS METALEKTRO
STICHTING BEDRIJFSTAKPENSIOENFONDS BEROEPSVERVOER US LARGE CAP EQUITY
STICHTING PENSIOENFONDS ABP
STICHTING PENSIOENFONDS CAMPINA LCV
STICHTING PENSIOENFONDS HOOGOVENS
STICHTING PENSIOENFONDS IBM NEDERLAND A/K/A IBM NETHERLANDS MSCI US
STICHTING PENSIOENFONDS MEDISCHE SPECIALISTEN
STICHTING PENSIOENFONDS OCE
STICHTING PENSIOENFONDS STORK
STICHTING PENSIOENFONDS VAN DE ABN AMRO BANK N.V.
STICHTING PENSIOENFONDS VOOR HUISARTEN - DOCTORS PENSION FUND SERVICES
STICHTING PENSIOENFONDS ZORG EN WELZIJN
STICHTING SHELL PENSIOENFONDS
STICHTING SHELL PENSIOENFONDS LCV
STIFEL NICOLAUS & CO. INC.
STINEHART LIVING TRUST UA DTD 05/19/89, WILLIAM STINEHART, JR. AND PATRICIA K. STINEHART, CO-TRUSTEES
STIX ENTERPRISES, LLC
STOCK BORROW
STOCK INDEX FUND, A SERIES OF VALIC COMPANY I F/K/A AIG RETIREMENT COMPANY I
STOCK INDEX PORTFOLIO, A SERIES OF THE PRUDENTIAL SERIES FUND, INC.
STRATEGIC FUNDS, INC. - DREYFUS ACTIVE MIDCAP FUND
STRATEGIC OPPORTUNITIES MASTER FUND LP
STRATEGY MASTER FUND (TRADEWORX, INC.)
STRONGBOW FUND LTD
STUART E CORLISS ROTH IRA, FIDELITY MANAGEMENT TRUST CO, CUSTODIAN
STUART JAY AND NANCY HOPE BABENDIR
SUBSIDIZED SCHOOLS PF / SSGA
SUC CO TUA ORTHWEIN FND APPRECIA
SUC TUW RICHARD KLINE FB BARBARA KLINE, SUSAN KINSELLA, TRUSTEES
SUDHIR K. JAIN
SUMITOMO MITSUI TRUST BANK (U.S.A.) LIMITED F/K/A SUMITOMO TRUST & BANKING CO. (U.S.A.)
SUMITOMO MITSUI TRUST BANK, LIMITED

SUMITOMO MITSUI TRUST BANK, LIMITED F/K/A THE SUMITOMO TRUST & BANKING CO. LTD. STB PEN XXX-XXXX-0018-P, SUMITOMO MITSUI TRUST BANK, LIMITED, TRUSTEE
SUMITOMO MITSUI TRUST BANK, LIMITED F/K/A THE SUMITOMO TRUST & BANKING CO. LTD. STB PEN XXX-XXXX-0059-K, SUMITOMO MITSUI TRUST BANK, LIMITED, TRUSTEE
SUMITOMO MITSUI TRUST BANK, LIMITED F/K/A THE SUMITOMO TRUST & BANKING CO. LTD. STB-PEN XXX-XXXX-0004-C, SUMITOMO MITSUI TRUST BANK, LIMITED, TRUSTEE
SUMITOMO MITSUI TRUST BANK, LIMITED F/K/A THE SUMITOMO TRUST & BANKING CO. LTD. STB-PUB XXX-XXXX-0001, SUMITOMO MITSUI TRUST BANK, LIMITED, TRUSTEE
SUN CREATIVE INVESTMENTS LP
SUN LIFE OF CANADA (OPPENHEIMER FUNDS INC.)
SUNAMERICA ASSET MANAGEMENT CORP.
SUNAMERICA SERIES TRUST - EQUITY OPPORTUNITIES PORTFOLIO
SUNAMERICA SERIES, INC. - SUNAMERICA STRATEGIC VALUE PORTFOLIO F/K/A FOCUSED VALUE PORTFOLIO
SUNGARD - CENTRAL TRUST & INVESTMENT CO
SUNGARD - NORTH FORK BK & TR
SUNGARD BROKERAGE & SECURITIES SERVICES LCC F/K/A ASSENT LLC
SUNTRUST BANK
SUNTRUST RETIREMENT 500 INDEX FUND
SUPERANNUATION FUNDS MANAGEMENT CORPORATION OF SOUTH AUSTRALIA
SURVIVOR'S TRUST U/A DTD 04/19/1991, AUDREY C. SMALL, TRUSTEE
SURVIVOR'S TRUST, BETTY H ROELAND, TRUSTEE
SURVIVORS'S TRUST CR 9/30/01 UA CHARLES R & ELIZABETH F REDMOND TRUST DTD 05/20/87, ELIZABETH F REDMOND, TRUSTEE
SUSAN A. JOHNSON
SUSAN B MAHAR TRUST U/A DTD 01/05/2000, SUSAN B MAHAR, KAREN L MAHAR, TRUSTEES
SUSAN B. HEYMANN
SUSAN COONEY KUHN
SUSAN D. KING
SUSAN GAIL HARWOOD TRUST U/A DTD 8-22- 94, SUSAN GAIL HARWOOD, TRUSTEE
SUSAN H SHANE TRUST U/A DTD 08/09/1991, SUSAN H SHANE, TRUSTEE
SUSAN J CELLMER
SUSAN K CUNNINGHAM
SUSAN K. LIPMAN
SUSAN L HOUGH HENRY PHD
SUSAN LYNN OSTERMAN
SUSAN M MITCHELL
SUSAN M RODGERS TRUST U/A DTD 01/08/1991, SUSAN M. RODGERS, TRUSTEE
SUSAN S WHITE
SUSAN S. STRECKER FAMILY TRUST 5/1/98, SUSAN S. STRECKER, TRUSTEE
SUSQUEHANNA CAPITAL GROUP
SUSQUEHANNA INVESTMENT GROUP
SUTTONBROOK CAPITAL PORTFOLIO LP
SUZANNE C HUTCHINS TRUST UAD 01/16/1974, SUZANNE C HUTCHINS, TRUSTEE
SUZANNE GROSSINGER GOULD

SUZANNE ROSENTSWIEG
SUZANNE ROSENTSWIEG REVOC TRUST U/A/D 10-18-2010, SUZANNE ROSENTSWIEG, TRUSTEE
SWISS AMERICAN SECURITIES INC.
SWISS NATIONAL BANK (BANQUE NATIONALE SUISSE)
SWISS RE FINANCIAL PRODUCTS CORP.
SWOPE ENTERPRISES INC
SYBIL JINX ROBINSON SEPARATE PROPERTY TRUST U/A DTD 07/03/07, SYBIL JINX ROBINSON, TRUSTEE
SYKEHJELPS-OG PENSJONSORDNING FOR LEGER (SOP)
SYMETRA FINANCIAL CORPORATION
SYMETRA LIFE INSURANCE CO.
SYNERGISTIC ASSETS A PARTNERSHIP
SYNERGY CAPITAL MANAGEMENT LLC
SYNOVUS TRUST COMPANY, N.A.
SYSTEMATIC MANAGED ACCOUNTS (BEAR STEARNS)
T BANK LCV QP
T BANK-LCV-PT
T ROWE PRICE ASSOCIATES A/K/A SPINNINGROD & CO
T ROWE PRICE INSTL COM TRUST FD EQY INDEX TRUST
T ROWE PRICE STRUCTURED RESEARCH TRUST, T ROWE PRICE TRUST COMPANY, TRUSTEE
T. MICHAEL OSTERMAN
T. ROWE PRICE
T. ROWE PRICE ASSOCIATES, INC.
T. ROWE PRICE BALANCED FUND - LARGE CAP CORE FUND, INC.
T. ROWE PRICE BALANCED FUND, INC.
T. ROWE PRICE CAPITAL OPPORTUNITY FUND, INC.
T. ROWE PRICE DIVIDEND GROWTH FUND, INC. A/K/A SHERBET + CO
T. ROWE PRICE EQUITY INCOME FUND A/K/A TASKFORCE & CO
T. ROWE PRICE EQUITY INCOME PORTFOLIO
T. ROWE PRICE EQUITY INCOME TRUST
T. ROWE PRICE EQUITY INDEX TRUST
T. ROWE PRICE EQUITY SERIES, INC. A/K/A FOULARD AND CO
T. ROWE PRICE INDEX TRUST, INC. (T. ROWE PRICE EQUITY INDEX 500 FUND)
T. ROWE PRICE INDEX TRUST, INC. (T. ROWE PRICE TOTAL EQUITY MARKET INDEX FUND)
T. ROWE PRICE INTERNATIONAL
T. ROWE PRICE MID-CAP VALUE FUND, INC.
T. STANTON ARMOUR TR. 2/10/66, BMO HARRIS BANK, N.A., TRUSTEE
T.H. MCNABB TRUST UNDER WILL OF T.H. MCNABB, BETTY M. RICH, TRUSTEE
TAFT BROADCASTING COMPANY
TALIESIN CAPITAL PARTNERS LP
TALLEYRAND OFFSHORE MASTER FD LTD
TALON OPPORTUNITY PTNRS LP
TAMAR SECURITIES INC
TANGLEY C LLOYD
TANGLEY LLOYD 1935 TRUST NO. 1, TANGLEY LLOYD, TRUSTEE
TAO HUANG AND XIAOMEI HUANG
TAX MANAGED OPPORTUNITY FUND LLC
TBK PARTNERS, LLC
TD AMERITRADE CLEARING, INC.

TD ASSET MANAGEMENT INC (TD EMERALD POOLED U.S. FUND)
TD ASSET MANAGEMENT INC (TD U.S. INDEX FUND)
TD BANK, NA
TD EMERALD HEDGED U.S. EQUITY POOLED FUND TRUST, CURRENT TRUSTEE
TD EMERALD U.S. MARKET INDEX FUND
TD OPTIONS LLC
TD SECURITIES S&P 500 INDEX
TD U.S. LARGE CAP VALUE FUND
TD WATERHOUSE CANADA INC.
TE CALEL PORTFOLIO, LTD
TEACHERS' RETIREMENT SYSTEM OF LOUISIANA
TEACHERS' RETIREMENT SYSTEM OF LOUISIANA (INTL. LG. VALUE)
TEACHERS' RETIREMENT SYSTEM OF TEXAS
TEACHERS' RETIREMENT SYSTEM OF THE CITY OF NEW YORK
TEACHERS RETIREMENT SYSTEM OF THE STATE OF ILLINOIS
TEAMSTERS JOINT COUNCIL NO 83 OF VIRGINIA PENSION FUND
TEAMSTERS LOCAL 639 EMPLOYERS PENSION TRUST FUND
TEKTRONIX 401 K PLAN TRUST, FRANK T. MCFADEN, TRUSTEE
TEKTRONIX CASH BALANCE PLAN TR, CURRENT TRUSTEE
TELFORD CORPORATION
TELLURIDE CAPITAL MASTER FUND
TENNESSEE CONSOLIDATED RETIREMENT SYSTEM
TENSOR OPPORTUNITY LIMITED
TERENCE B. BRITTON
TERENCE RHODEN
TERI LEICHENGER
TERRA NOVA FINANCIAL, LLC
TERRENCE R MCGOVERN AND BARBARA T MCGOVERN
TERRENCE TOOHEY
TERRENCE W REEDER IRA ROLLOVER, FIDELITY MANAGEMENT TRUST CO CUST
TERRILL F COX & LORRAINE M COX TRUST U/A DTD 3/31/98, TERRILL F COX, LORRAINE M COX, TRUSTEES
TERRY D. DIAMOND TRUST DTD 5/7/86, TERRY DIAMOND, TRUSTEE
TERRY DIAMOND IRA, THE NORTHERN TRUST COMPANY, CUSTODIAN
TEWKSBURY INVESTMENT FUND LIMITED
TEWKSBURY INVESTMENT FUND LTD.
TEXAS CHRISTIAN UNIVERSITY
TEXAS EDUCATION AGENCY
TEXAS GUARANTEED STUDENT LOAN CORP MPP & TRUST U/A/D 7/1/80, CAL ABBOTT, TRUSTEE
TEXAS METHODIST FOUNDATION
TEXAS PRESBYTERIAN FOUNDATION
TEXAS SCOTTISH RITE HOSPITAL FOR CRIPPLED CHILDREN
TEXAS UTILITIES QUAL NDT PARTNERSHIP
TEXTRON INC MASTER TRUST, ELLEN HAYES, TRUSTEE
THE 2000 PECKHAM FAMILY TRUST U/A/D 07- 14-2000, GEORGE J. PECKHAM, IMOGENE S. PECKHAM, TRUSTEES

THE A W K LIMITED PARTNERSHIP DATED 1/5/95
THE ALICIA P. GUGGENHEIM TRUST, CURRENT TRUSTEE
THE ALLIANCEBERNSTEIN PORTFOLIOS (ALLIANCEBERNSTEIN TAX-MANAGED FUNDS)
THE ALTERNATIVE FUND
THE AMERICAN ELECTRIC POWER MASTER RETIREMENT TRUST
THE ANGERMAN TRUST U/A DTD 03/05/1991, ALEXANDER ANGERMAN, JUDITH ANGERMAN, TRUSTEES
THE AUTOMOTIVE MECHANISTS PENSION TRUST FUND
THE BANK OF NEW YORK MELLON CORPORATION
THE BANK OF NEW YORK MELLON DECOMMISSIONING COLLECTIVE TRUST INVESTMENT PLAN—DT BROAD MARKET STOCK INDEX FUND, THE BANK OF NEW YORK MELLON, TRUSTEE
THE BANK OF NEW YORK MELLON EMPLOYEE BENEFIT COLLECTIVE INVESTMENT FUND PLAN, THE BANK OF NEW YORK MELLON, TRUSTEE
THE BANK OF NEW YORK MELLON, IN ITS INDIVIDUAL AND CUSTODIAL CAPACITIES
THE BANK OF NOVA SCOTIA
THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY
THE BOEING COMPANY EMPLOYEES RETIREMENT PLANS MASTER TRUST, CURRENT TRUSTEE
THE BURROUGHS WELLCOME FUND LCV
THE CANADIAN MEDICAL PROTECTIVE ASSOCIATION
THE CANYON VALUE REALIZATION MASTER FUND, L.P. (AS ASSIGNEE OF THE CANYON VALUE REALIZATION FUND (CAYMAN) LTD.)
THE CARMELITE FATHERS INC
THE CATALYST STRATEGIC EVENT
THE CHURCH PENSION FUND, IN ITS INDIVIDUAL AND TRUSTEE CAPACITIES
THE COLLECTORS FUND LP
THE CONNABLE OFFICE, INC.
THE CONSOLIDATED EDISON RETIREMENT PLAN, STATE STREET BANK AND TRUST COMPANY, TRUSTEE
THE DAN MURPHY FOUNDATION
THE DANISH HOME 8D-101, CUSTODIAN
THE DCLA FUNDS LLC
THE DFA GROUP TRUST
THE DFA INVESTMENT TRUST COMPANY -- TAX-MANAGED U.S. EQUITY SERIES
THE DFA INVESTMENT TRUST COMPANY -- TAX-MANAGED U.S. MARKETWIDE VALUE SERIES
THE DFA INVESTMENT TRUST COMPANY -- U.S. LARGE CAP VALUE SERIES
THE DIAMOND FAMILY FOUNDATION
THE DREYFUS CORPORATION
THE DREYFUS/LAUREL FUNDS INC. (DREYFUS BSC S&P 500 ST INDX FD)
THE EASTERN BAND OF CHEROKEE INDIANS MINORS & INCOMPETENCE FUND
THE EFFIE AND WOFFORD CAIN FOUNDATION
THE FBO DUNAWAY FAMILY TRUST U/A/D 07-05-1991, MICHAEL W DUNAWAY, TRUDY V DUNAWAY, TRUSTEES

THE FRANCISCAN MISSIONARY UNION
THE GABELLI EQUITY TRUST INC
THE GDL FUND F/K/A GABELLI GLOBAL DEAL FUND
THE GLASSELL FAMILY FOUNDATION INC., AS BENEFICIARY OF THE ESTATE OF ALFRED C. GLASSELL JR.
THE GLENMEDE TRUST COMPANY, N.A.
THE GLOVER TRUST DTD 01-19-90, CAROL T GLOVER, TRUSTEE
THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND
THE GRACE TRUST, DUANE SHELTON TYDINGS, JOHN HEALEY, TRUSTEES
THE GUARDIANS OF NEW ZEALAND SUPERANNUATION AS MANAGER AND ADMINISTRATOR OF THE NEW ZEALAND SUPERANNUATION FUND
THE HARTFORD FINANCIAL SERVICES GROUP, INC. (COLI POOLED S & P 500)
THE HARTMARX RETIREMENT INCOME PLAN/TRUST, PENSION BENEFIT GUARANTEE CORPORATION, SUCCESSOR TRUSTEE
THE HELEN HAY WHITNEY FOUNDATION
THE HENSHEL FOUNDATION SPECIAL ACCOUNT
THE JACOB & CHARLOTTE LEHRMAN FOUNDATION
THE KAPLEN FOUNDATION
THE KROGER COMPANY MASTER RETIREMENT TRUST, CURRENT TRUSTEE
THE L/S MARKET NEUT FD, A SEP
THE LATTNER FAMILY FOUNDATION
THE LIGHTHOUSE FOR THE BLIND, INC. MASTER RETIREMENT TRUST, THE NORTHERN TRUST COMPANY, TRUSTEE
THE MAINSTAY FUNDS, AS ISSUER OF A SERIES KNOWN AS MAINSTAY COMMON STOCK FUND
THE MAINSTAY FUNDS, AS ISSUER OF A SERIES KNOWN AS MAINSTAY EQUITY INDEX FUND
THE MARITAL TRUST OF THE DE GOLDSMITH FAMILY TRUST, ERIC DE GOLDSMITH, MURIEL DE GOLDSMITH, TRUSTEES
THE MARYKNOLL SISTERS OF ST DOMINIC INC-MARYKNOLL NY
THE MCCONNELL FOUNDATION
THE MEDVIN FAMILY TRUST U/A/D 02/03/88, ALVIN G. MEDVIN, DEBORAH R. MEDVIN, TRUSTEES
THE MERGER FUND (WESTCHESTER CAPITAL MANAGEMENT)
THE MERGER FUND VL (WESTCHESTER CAPITAL MANAGEMENT)
THE MICHAEL ARGIRION REVOCABLE TRUST UNDER AGREEMENT DATED NOV 13, 1996, MICHAEL ARGIRION, TRUSTEE
THE MINNESOTA STATE BOARD OF INVESTMENT
THE NBLN LIMITED PARTNERSHIP
THE NEW CHURCH INVESTMENT FUND
THE NEW YORK PROVINCE OF THE SOCIETY OF JESUS
THE NORTHERN TRUST COMPANY OF CONNECTICUT AFGT MID CAP VALUE FUND
THE NORTHERN TRUST COMPANY OF CONNECTICUT EBT MCV
THE NORTHERN TRUST COMPANY PENSION TRUST, KIM SOPPI, TRUSTEE

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY
THE OPPENHEIMER FAMILY FDN
THE PENNSYLVANIA STATE UNIVERSITY MASTER TRUST, PENNSYLVANIA STATE UNIVERSITY, TRUSTEE
THE PENSION BOARDS - UNITED CHURCH OF CHRIST, INC.
THE PEOPLES BANK
THE PETERS CORPORATION
THE PNC FINANCIAL SERVICES GROUP, INC. F/K/A NATIONAL CITY BANK
THE PRESIDENT AND FELLOWS OF HARVARD COLLEGE
THE PRIVATEBANK AND TRUST COMPANY
THE PROMOTION AND MUTUAL AID CORPORATION FOR PRIVATE SCHOOLS OF JAPAN, RESONA BANK, LIMITED, TRUSTEE
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA
THE READER'S DIGEST ASSOCIATION, INC. RETIREMENT PLAN, THE NORTHERN TRUST COMPANY, TRUSTEE
THE RESNICK FAMILY LP
THE ROMAN CATHOLIC ARCHBISHOP OF LOS ANGELES
THE ROWAN FAMILY TRUST SURVIVORS SHARE U/A DTD 03/23/1993, MARILYN ROWAN, TRUSTEE
THE ROYAL BANK OF SCOTLAND N.V. F/K/A ABN AMRO BANK N.V.
THE ROYAL BANK OF SCOTLAND PLC (ROYAL BANK OF SCOTLAND FINANCIAL MARKETS)
THE RSZ TRUST U/A/D 06/02/99, RICHARD S ZIMAN, TRUSTEE
THE S.O.G. FUND - INTERNATIONAL
THE SALVATION ARMY - CENTRAL TERRITORY
THE SALVATION ARMY - SOUTHERN TERRITORY
THE SCHWAB TRUST A CHARITABLE U/A DTD 05/23/1995, MARY B SCHWAB, TRUSTEE
THE SEAWATER FOUNDATION
THE SEEING EYE, INC.
THE SERVANTS OF RELIEF FOR INCURABLE CANCER
THE SOCIETY OF JESUS OF NEW ENGLAND
THE SOLIDAGO FOUNDATION
THE SOUTHERN COMPANY SYSTEM MASTER RETIREMENT TRUST, CURRENT TRUSTEE
THE SPURGEON FAMILY LIMITED PARTNERSHIP
THE STATE BOARD OF ADMINISTRATION OF FLORIDA, AS INVESTMENT FIDUCIARY FOR: THE FLORIDA RETIREMENT SYSTEM TRUST FUND, THE LAWTON CHILES ENDOWMENT FUND, THE FLORIDA EDUCATION FUND, THE FLORIDA STATE UNIVERSITY RESEARCH FOUNDATION, AND THE DIVISION OF BLIND SERVICES
THE THEOSOPHICAL INVESTMENT TRUST, FLOYD KETTERING, TRUSTEE
THE TRUST OF MARY I BALDWIN RESTATED U/A/D 02/07/95, MARY ISAACS BALDWIN, TRUSTEE
THE TRUSTEES OF RESERVATIONS
THE UNIVERSITY OF MISSOURI RETIREMENT, DISABILITY AND DTH BENEFIT PLAN, CURATORS OF THE UNIVERSITY OF MISSOURI, TRUSTEE
THE UNIVERSITY OF TENNESSEE
THE VANGUARD GROUP, INC.

THE VANTAGEPOINT FUNDS (VANTAGEPOINT 500 STOCK INDEX FUND)
THE VANTAGEPOINT FUNDS (VANTAGEPOINT ASSET ALLOCATION FUND)
THE VANTAGEPOINT FUNDS (VANTAGEPOINT BROAD MARKET INDEX FUND)
THE VANTAGEPOINT FUNDS (VANTAGEPOINT EQUITY INCOME FUND)
THE VANTAGEPOINT FUNDS (VANTAGEPOINT GOLDMAN)
THE VANTAGEPOINT FUNDS (VANTAGEPOINT MELLON CAPITAL MANAGEMENT)
THE VANTAGEPOINT FUNDS (VANTAGEPOINT T. ROWE PRICE)
THE WALT DISNEY COMPANY
THE WALTERS ART GALLERY, INC. D/B/A THE WALTERS ART MUSEUM
THE WALTERS ART GALLERY, INC. D/B/A THE WALTERS ART MUSEUM A/K/A WALTERS ART GALL EES CON TRP, CURRENT TRUSTEE
THE WORKERS COMPENSATION BOARD - ALBERTA
THE ZOOLOGICAL SOCIETY OF THE PALM BEACHES, INC.
THEDACARE, INC. PENSION PLAN
THELMA B. AND THOMAS P. HART FOUNDATION
THELMA ORSHEK TESTAMENTARY TRUST, US BANK N.A., TRUSTEE
THEODORE D NOVAK IRA ROLLOVER, THE NORTHERN TRUST COMPANY, CUSTODIAN
THEODORE D NOVAK REVOC TRUST U/A 12/12/90, THEODORE D NOVAK, TRUSTEE
THEODORE ROTHSTEIN
THERESE M CUSHING AND JAMES E CUSHING JR
THIRD AVENUE SPECIAL SITUATIONS MASTER FUND LP
THIRD MILLENNIUM TRADING LLC
THOMAS B O'KEEFE
THOMAS B. SHERRILL, III
THOMAS C HUNT
THOMAS C. MCKENNY, TRUSTEE MANAGED
THOMAS CARTTER LUPTON TRUST U/W FBO JOHN T. FONTAINE & ISSUE, BRETT W ROUSCH, TRUSTEE
THOMAS D LEACH 401(K) SAVINGS PLAN
THOMAS D. UTZ & DARLENE M. UTZ
THOMAS DECEDENT'S TRUST U/D/T 6/12/1981, WILLIAM F. THOMAS, TRUSTEE
THOMAS E BAK IRA R/O, MESIROW FINANCIAL, INC, CUSTODIAN
THOMAS E MCGIVERN IRA R/O, FCC, CUSTODIAN
THOMAS E. EHLMANN AND KELLY LA CHANCE EHLMANN
THOMAS E. MITCHELL
THOMAS E. MITCHELL, III
THOMAS E. SCHAEFER IRA, AMERIPRISE TRUST COMPANY F/K/A H&R BLOCK FINANCIAL ADVISORS, CUSTODIAN
THOMAS E. SCHAEFER REV TRUST U/A/D 12/16/96, THOMAS E SCHAEFER, TRUSTEE
THOMAS G DUBIN REVOCABLE TRUST UA 10/19/99, THOMAS G. DUBIN, TRUSTEE
THOMAS G. AYERS TRUST, JOHN S. AYERS AND CATHERINE A. ALLEN, TRUSTEES

THOMAS J BURKE JR IRA, DELAWARE CHARTER GUARANTEE & TRUST, CUSTODIAN
THOMAS J PENCE
THOMAS J. MAJORANA CGM IRA, STATE STREET BANK AND TRUST COMPANY, CUSTODIAN
THOMAS J. OSTERMAN TRUST U/A/D 04/04/91, THOMAS J. OSTERMAN, TRUSTEE
THOMAS LEACH
THOMAS LEACH AND TRACY LEACH
THOMAS M. OWENS
THOMAS P O'KEEFE
THOMAS READ
THOMAS S ANDERSON
THOMAS SCHUBA AND JUDITH SCHUBA
THOMAS T BYRD TRUST UA 01/25/82 HARRY F BYRD JR REVOCABLE TRUST, HARRY F BYRD JR, TRUSTEE
THOMAS W BEILKE
THOMAS WHALEN REV. TRUST U/A/D 12/21/96, THOMAS J. WHALEN, TRUSTEE
THOMASYNE C. HUBERT TOD THOMAS G. HUBERT
THOMPSON E FLETCHER AND SUSAN A FLETCHER
THOMPSON TRUST UA 09 26 12, DEVERE BENDIXEN, SAM O'BRIEN, G THOMAS SULLIVAN, TRUSTEES
THORN DALE S&P 500 INDEX, LLC
THRIFT PLAN FOR THE EMPLOYEES OF THE FEDERAL RESERVE SYSTEM
THRIVENT FINANCIAL FOR LUTHERANS F/K/A LUTHERAN BROTHERHOOD
THRIVENT SERIES FUND, INC., THRIVENT BALANCED PORTFOLIO
THRIVENT SERIES FUND, INC., THRIVENT LARGE CAP INDEX PORTFOLIO
TIAA -SEPARATE ACCOUNT VA-1 STOCK INDEX ACCOUNT
TIAA-CREF FUNDS
TIAA-CREF FUNDS TIAA-CREF EQUITY INDEX FUND
TIAA-CREF FUNDS TIAA-CREF LARGE CAP VALUE INDEX FUND
TIAA-CREF FUNDS TIAA-CREF MID-CAP BLEND INDEX FUND
TIAA-CREF FUNDS TIAA-CREF MID-CAP VALUE INDEX FUND
TIAA-CREF FUNDS TIAA-CREF S&P 500 INDEX FUND
TIAA-CREF FUNDS TIAA-CREF SOCIAL CHOICE EQUITY FUND
TIAA-CREF INSTITUTIONAL MUTUAL FUNDS
TIAA-CREF LIFE FUNDS - SOCIAL CHOICE EQUITY FUND
TIAA-CREF LIFE FUNDS STOCK INDEX FUND
TIAN F RONG
TIDEN DESTINY MASTER FUND LIMITED
TIF LLC
TILLMAN FAMILY TRUST U/A 07/29/1980, INA TILLMAN, JONATHAN TILLMAN, EUGENE TILLMAN, TRUSTEES
TIMBER HILL LLC
TIME WARNER INC. MASTER PENSION TRUST, CURRENT TRUSTEE
TIMES MIRROR SAVINGS PLUS PLAN
TIMOTHY J LONDON 401(K) SAVINGS PLAN

TIMOTHY L O'ROURKE IRA, FIDELITY MANAGEMENT TRUST CO CUST
TIMOTHY LONDON
TIMOTHY LONDON AND ELIZABETH LONDON
TIMOTHY M DONAHUE AND JAYNE N DONAHUE
TIMOTHY R. KENNEDY
TIMOTHY R. KENNEDY AND SUSAN M. KENNEDY
TIMOTHY S. PECARO AND SUSAN S. PECARO
TINTINA INVESTMENT INC
TLCD LIST LP
TLCD LTD
TMI
TMVH EMPLOYEE RETIREMENT PL RPM003, AST CAPITAL TRUST CO, TRUSTEE
TOA REINSURANCE
TOMMIE L CORDERO TRUST UA 12/09/90, DOROTHY FLIBBERT, TRUSTEE
TOMPKINS FINANCIAL CORPORATION F/K/A TOMPKINS TRUSTCO, INC.
TORO TRADING LLC
TORONTO DOMINION BANK
TOURO INFIRMARY FOUNDATION
TOWER NORTH AMERICAN EQUITY FUND
TOWER TRUST COMPANY
TOWerview LLC
TRACK DATA SECURITIES CORPORATION
TRADELINK HOLDINGS LLC A/K/A TRADELINK LLC
TRADESTATION SECURITIES, INC.
TRADEWORX ULTRA SELECT LP
TRAITS OMNI
TRANSAMERICA PARTNERS MID VALUE PORTFOLIO F/K/A TRANSAMERICA PARTNERS MID-CAP VALUE F/K/A DIVERSIFIED INVESTORS MID-CAP VALUE
TRANSAMERICA SERIES TRUST, AS ISSUER OF THE SERIES TRANSAMERICA BLACKROCK LARGE CAP VALUE VP F/K/A AEGON/TRANSAMERICA T. ROWE PRICE EQUITY INCOME VP
TRAUB TRADING LLC
TRE PENSION EFT ACCOUNT PENSION PAYMENT SYSTEM
TREASURER OF STATE OF OHIO - BUREAU OF WORKERS' COMPENSATION
TREASURER OF THE STATE OF N.C.
TREASURER OF THE STATE OF NC INDEX, FIRST CITIZENS BANK, TRUSTEE
TREDEGAR CORPORATION MASTER TRUST, CURRENT TRUSTEE
TREDJE AP-FONDEN
TREVOR GRAY AND EDNA GRAY JTWROS
TRIBUNE COMPANY 401(K) SAVINGS PLAN
TRIBUNE COMPANY MASTER RETIREMENT SAVINGS TRUST, CURRENT TRUSTEE
TRIBUNE EMPLOYEE STOCK OWNERSHIP PLAN
TRINITY DERIVATIVES GROUP LLC
TRINITY HEALTH CORPORATION
TRINITY HEALTH PENSION PLAN
TROON & CO A PARTNERSHIP
TROWEL TRADES S&P 500 INDEX FUND
TRUST & CUSTODY SERVICES BANK, LTD.
TRUST COMPANY OF ILLINOIS
TRUST COMPANY OF THE SOUTH - SANIBEL CAPTIVA TRUST CO.
TRUST COMPANY OF TOLEDO, N.A.

TRUST D FOR A PORTION OF THE ASSETS OF THE KODAK RET INC FD PLN, CURRENT TRUSTEE
TRUST FOR THE BENEFIT OF MARY ANNE VYDRA U/A/D 03-10-2006, MARY ANNE VYDRA, TRUSTEE
TRUST FUND NUMBER 2381011, STATE STREET TRUST AND BANKING CO. LTD., TRUSTEE
TRUST U/A DATED 12/13/76, CHARLES JOSEPH DE SIEYES, FIDUCIARY TRUST COMPANY INTERNATIONAL, UNITED STATES TRUST COMPANY OF NEW YORK, TRUSTEES
TRUST U/A DATED 12/13/76, DAVID C. DE SIEYES, FIDUCIARY TRUST COMPANY INTERNATIONAL, UNITED STATES TRUST COMPANY OF NEW YORK, TRUSTEES
TRUST U/A DATED 12/19/77, JOHN T. RISLEY, FIDUCIARY TRUST COMPANY INTERNATIONAL, UNITED STATES TRUST COMPANY OF NEW YORK, TRUSTEES
TRUST U/W THE GREENLEAF TRUST, PRIVATE TRUST CORP LTD, TRUSTEE
TRUSTEES OF BOSTON COLLEGE
TRUSTEES OF ST. PATRICK'S CATHEDRAL LCV
TRUSTEES OF WATCH HOUSE TRUST
TUDOR G VWAP
TWEEDY BROWNE VALUE FUND
TWEEDY, BROWNE FUND INC.
TWIN CITY PIPE TRADES PENSION FUND LCV
TWIN DISC INC. LCV
TWIN SECURITIES, INC.
TYGH CAPITAL MANAGEMENT, INC.
U OF A HEALTH SERVICES FOUNDATION
U.A. LOCAL 63/353 JOINT PENSION TRUST FUND, CURRENT TRUSTEE
U.E. DECOM MO
U.S. ALL CAP FUND, FAMILY LIMITED PARTNERSHIP
U.S. BANK NATIONAL ASSOCIATION
U.S. CONFERENCE OF CATHOLIC BISHOPS
U.S. EQUITY MARKET SUDAN FREE EQUITY INDEX FUND
U.S. LARGE COMPANY EQUITY FUND
U.S. LARGE COMPANY PORTFOLIO OF DIMENSIONAL INVESTMENT GROUP INC.
UA S & P 500 INDEX FDSEI GLOBAL INVESTMENTS
UBS (LUXEMBOURG) S A
UBS AG - UBS (CH) IF EQUITIES USA PASSIVE
UBS AG - UBS (CH) IF2 EQUITIES USA PASSIVE
UBS AG (SWISS PORTFOLIO XXXX3200)
UBS AG (SWISS PORTFOLIO XXXX4400)
UBS AG (SWISS PORTFOLIO XXXX5700)
UBS AG (SWISS PORTFOLIO XXXX6900)
UBS AG (SWISS PORTFOLIO XXXX7700)
UBS AG (SWISS PORTFOLIO XXXX8500)
UBS AG, STAMFORD BRANCH (AS CUSTODIAN FOR UBS AG LONDON)
UBS BANK AG, JERSEY BRANCH
UBS BANK AG, NEW YORK BRANCH
UBS ETF MARKET MAKING
UBS EVENT DRIVEN PRG
UBS FINANCIAL SERVICES, INC.
UBS GLOBAL ASSET MANAGEMENT UBS S&P 500 INDEX FUND
UBS GLOBAL EQUITY
UBS LIFE USA TRACKER FUND
UBS MULTI-MANAGER LARGE CAP VALUE

UBS SECURITIES LLC AS SUCCESSOR TO UBS SECURITIES INC
UHS/BERNSTEIN LARGE CAP, FIRST CITIZENS BANK, TRUSTEE
ULYSSES CHENG
UMB BANK, N.A.
UMC BENEFIT BOARD, INC
UMWA 1974 PENSION TRUST, CURRENT TRUSTEE A/K/A UMWA HEALTH AND RETIREMENT
UNICO ASSET MANAGEMENT
UNION BANK & TRUST COMPANY
UNION BANK, N.A. F/K/A UNION BANK OF CALIFORNIA
UNION ELECTRICAL INDUSTRY MASTER TRUST, TINA THOMAN, TRUSTEE
UNION INVEST LUXEMBOURG S.A.
UNIONTOWN HOSPITAL
UNISYS MASTER TRUST, BANK OF NEW YORK MELLON, TRUSTEE
UNITARIAN UNIVERSALIST ASSOCIATION
UNITE HERE NATIONAL RETIREMENT FUND
UNITED AIR LINES, INC. PILOTS' DIRECTED ACCOUNT PLAN
UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA
UNITED ASSOCIATION S&P 500 INDEX FUND - ADVISORS INNER CIRCLE FUND
UNITED AUTO WORKERS LOCAL UNION NO. 259
UNITED BANK INC
UNITED BROTHERHOOD OF CARPENTERS
UNITED DEFENSE L.P. MASTER PENSION TRUST, CURRENT TRUSTEE
UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION - INDUSTRY PENSION FUND
UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION INDUSTRY PENSION FUND
UNITED FOOD & COMMERCIAL WORKERS UNIONS AND EMPLOYERS MIDWEST PENSION FUND
UNITED STATES MSC COMMON TRUST FUND, STATE STREET BANK AND TRUST COMPANY, TRUSTEE
UNITED TEAMSTERS PENSION FUND "A" LCV
UNITED TECHNOLOGIES CORP. MASTER RETIREMENT TRUST, CURRENT TRUSTEE
UNIVERSITY OF ALASKA FOUNDATION
UNIVERSITY OF INDIANAPOLIS ENDOWMENT
UNIVERSITY OF MIAMI GROWTH POOL
UNIVERSITY OF MINNESOTA
UNIVERSITY OF MINNESOTA FOUNDATION
UNIVERSITY OF MISSOURI RET DSBLTY & DTH BEN PL, UNIVERSITY OF MISSOURI BOARD OF CURATORS, TRUSTEES
UNIVERSITY OF TORONTO MASTER TRUST, GOVERNING COUNCIL OF UNIVERSITY OF TORONTO, TRUSTEE
UNIVEST
US BANCORP INVESTMENTS, INC.
US BANCORP PENSION PLAN, U.S. BANK NATIONAL ASSOCIATION, TRUSTEE
US BANK - FIRST AMERICAN EQUITY INDEX

US BANK PENSION PLAN EQUITY INDEX
US EQUITY FUND, THE ROYAL BANK OF SCOTLAND PLC, AS HOLDER OF ACCOUNTS
US EQUITY MARKET FUND A
US EQUITY MARKET FUND B
US EQUITY PASSIVE 2 OF GLOBAL EQUITY INVESTMENT TRUST
US EQUITY VALUE POOL
US PHARMACOPEIAL CONVENTION, INC.
US VALUATION TILTED STRATEGY COMMON TRUST FUND, STATE STREET BANK AND TRUST COMPANY, TRUSTEE
USA FUND LIMITED PARTNERSHIP
USA FUND LLLP
USAA INVESTMENT COMPANY
USAA INVESTMENT MANAGEMENT COMPANY
USAA MUTUAL FUND INC. (USAA INCOME STOCK FUND)
USAA MUTUAL FUND, INC.
USAA MUTUAL FUNDS TRUST, CURRENT TRUSTEE
USHER CHARITABLE FOUNDATION
USUF, FLORENCE HENDRICK WRAY, EDWIN NEWTON WRAY, LOIS WRAY ROWE
UTAH RETIREMENT SYSTEMS
UTICA MUTUAL INSURANCE COMPANY
V DAVIS HUNT, SANDRA GRAY HUNT POA
V H ENERGY LLC
VALDEMAR DANIELSON MARITAL TRUST 32223, JEAN ANDERSON, TRUSTEE
VALUE FUND, A SERIES OF FIRST INVESTORS EQUITY FUNDS
VALUE FUND, A SERIES OF FIRST INVESTORS LIFE SERIES FUNDS
VALUE GROWTH PORTFOLIO OF THE EQUITRUST VARIABLE INSURANCE SERIES FUND
VALUE LINE INCOME & GROWTH FUND, INC. F/K/A VALUE LINE INCOME FUND
VANDERBILT PARTNERS, LLC.
VANGUARD FENWAY FUNDS (VANGUARD EQUITY INCOME FUND)
VANGUARD FIDUCIARY TRUST COMPANY (EMPLOYEE BENEFIT INDEX FUND)
VANGUARD FIDUCIARY TRUST COMPANY (RUSSELL 1000 INDEX TRUST)
VANGUARD FIDUCIARY TRUST COMPANY (RUSSELL 3000 INDEX TRUST)
VANGUARD FIDUCIARY TRUST COMPANY (VANGUARD COMPANY STOCK 21)
VANGUARD FIDUCIARY TRUST COMPANY (VANGUARD TOTAL STOCK MARKET INDEX FUND)
VANGUARD FIDUCIARY TRUST COMPANY, AS TRUSTEE OF ITS SPONSORED AND MANAGED COLLECTIVE INVESTMENT FUNDS
VANGUARD INDEX FUNDS (VANGUARD INDEX 500 FUND)
VANGUARD INDEX FUNDS (VANGUARD LARGE CAP INDEX FUND)
VANGUARD INDEX FUNDS (VANGUARD MID-CAP INDEX FUND)
VANGUARD INDEX FUNDS (VANGUARD MID-CAP VALUE INDEX FUND)
VANGUARD INDEX FUNDS (VANGUARD TOTAL STOCK MARKET INDEX FUND)
VANGUARD INDEX FUNDS (VANGUARD VALUE INDEX FUND)

VANGUARD INSTITUTIONAL INDEX FUNDS (VANGUARD INSTITUTIONAL INDEX FUND)
VANGUARD INSTITUTIONAL INDEX FUNDS (VANGUARD INSTITUTIONAL TOTAL STOCK MARKET INDEX FUND)
VANGUARD MALVERN FUNDS (VANGUARD ASSET ALLOCATION FUND)
VANGUARD QUANTITATIVE FUNDS (VANGUARD GROWTH & INCOME FUND)
VANGUARD QUANTITATIVE FUNDS (VANGUARD STRUCTURED LARGE-CAP EQUITY FUND)
VANGUARD SCOTTSDALE FUNDS (VANGUARD FIDUCIARY TRUST COMPANY, RUSSELL 1000 VALUE)
VANGUARD TAX-MANAGED FUNDS (VANGUARD TAX MANAGED GROWTH & INCOME FUND)
VANGUARD VALLEY FORGE FUNDS (VANGUARD BALANCED INDEX FUND)
VANGUARD VALUE INDEX FUND EQUITY INDEX
VANGUARD VARIABLE INSURANCE FUNDS (VANGUARD VVIF EQUITY FUND INDEX)
VANGUARD VARIABLE INSURANCE FUNDS (VANGUARD VVIIF MIDCAP INDEX FUND)
VANGUARD VARIABLE INSURANCE FUNDS (VVIF-EQUITY INCOME VGI)
VANGUARD WHITEHALL FUNDS (VANGUARD HIGH DIVIDEND YIELD INDEX FUND)
VANGUARD WINDSOR FUNDS (VANGUARD WINDSOR II FUND)
VANGUARD WORLD FUNDS (VANGUARD CONSUMER DISCRETIONARY INDEX FUND)
VANGUARD WORLD FUNDS (VANGUARD FTSE SOCIAL INDEX FUND)
VARIABLE ANNUITY LIFE INSURANCE CO.
VEBA PARTNERSHIP N LP
VEBA PARTNERSHIP X L.P.
VERIZON INVESTMENT MANAGEMENT CORP.
VERIZON MASTER SAVINGS TRUST, CURRENT TRUSTEE
VERMONT STATE EMPLOYEES RETIREMENT SYSTEM
VERN M STRICKLER
VERNA R. HARRAH, VERNA R. HARRAH TRUST SPECIAL ACCOUNT DTD 9/5/86, VERNA HARRAH, TRUSTEE
VERVOERFGR/LSV/US LCV
VESTER T HUGHES JR
VICIS CAPITAL MASTER FUND
VICKI S. BENJAMIN
VICTOR F. GANZI AND PATRICIA M. GANZI
VICTOR GROSSI TRUST UA DTD 05/08/98 FBO VICTOR GROSSI, VICTOR GROSSI, TRUSTEE
VICTORIA BADALI DEC OF LIVING FAMILY TRUST UAD 12/9/98, VINCENT A BADALI AND VINCENT A G BADALI, TRUSTEES
VICTORIA H. SCOTT TRUST DATED 12-01-2000, VICTORIA H. SCOTT, TRUSTEE
VIKRAM PARVATANENI
VILMA L CHANTILES AND NICHOLAS G CHANTILES
VINCENT ADONE IRA, VANGUARD FIDUCIARY TRUST CO, CUSTODIAN
VINCENT CAMUTO GABELLI VALUE
VINCENT J SCHODOLSKI
VINCENT T TURITTO

VIOLA R KOENIG TRUST U/A DTD 09/22/1999, VIOLA R. KOENIG, TRUSTEE
VIOLET PAYNE AND LESLIE PAYNE
VIOLET R MARGLY
VIP INDEX 500 FUND, A SERIES OF VARIABLE INSURANCE PRODUCTS FUND II
VIRGIL SMITH RAY
VIRGINIA B. SALL
VIRGINIA COLLEGE SAVINGS PLAN
VIRGINIA KEARNS REVOCABLE TRUST, VIRGINIA A. KEARNS AND THE NORTHERN TRUST COMPANY, TRUSTEES
VIRGINIA M CERULLI LIVING TRUST U/A DTD 05/03/2000, V CERULLI & C CERULLI, TRUSTEES
VIRGINIA PEERY IRR TRUST UA, VIRGINIA PEERY, TRUSTEE
VIRGINIA POPE
VIRGINIA RETIREMENT SYSTEM
VIRGINIA SONNENSCHN TRUST, VIRGINIA SONNENSCHN, TRUSTEE
VITO CREMONA
VIVIAN B. LARSSON TRUST, THE NORTHERN TRUST COMPANY, TRUSTEE
VIVIAN PAPPAS IRA ROLLOVER, THE NORTHERN TRUST COMPANY, CUSTODIAN
VMI INVESTMENT HOLDINGS LLC
C/O VMI FOUNDATION
VTRADER PRO, LLC
W B BROWDER JR
W ELLIS GIDDENS LIVING TRUST UAD, WILLIAM WILLIS GIDDENS, TRUSTEE
W. JEROME FRAUTSCH LIVING TRUST, RHONA VOGEL, TRUSTEE
W. MILTON JR. TRUST U/W FBO ANNA LIVINGSTONE, M&T BANK, TRUSTEE
W. WRIGLEY JR CHRISTMAS TRUST, WILLIAM WRIGLEY, JR., TRSUTEE
W.G. LASSITER, JR. AND ANEICE R. LASSITER
W.L. PUTNAM PRIZE FUND
W.P. LAUGHLIN, W.P. LAUGHLIN TRUST, MICHIGAN TRUST BANK, TRUSTEE
WABASH/HARVEST PARTNERS, L.P. F/K/A WABASH HARVEST PARTNERS LP
WALTER B. GLADSTONE
WALTER BAUM
WALTER C J PANG & CAROL L PANG
WALTER E LANG IRA, JPMCC CUST
WALTER K GRAHAM TRUST U/A DTD 10/16/2000, ANNE G TAYLOR, TRUSTEE
WALTER K GRAHAM TRUST U/A DTD 10/16/2000, WALTER E GRAHAM, TRUSTEE
WALTER L MEAGHER IRA ROLLOVER, TD AMERITRADE CLEARING, CUSTODIAN
WALTER LANG
WAMU PENSION PLAN MASTER TRUST, CURRENT TRUSTEE
WARD L QUAAL REVOCABLE TRUST UA 09/02/1993, BMO HARRIS BANK, N.A., TRUSTEE
WAREHOUSE EMPLOYEES LOCAL 570 PENSION LCV
WARREN B. WILLIAMSON
WARREN CEREGHINO
WARREN F BATEMAN REVOCABLE TRUST DATED 8/14/91, WARREN BATEMAN, TRUSTEE
WARREN F BATEMAN TRUST U/A DTD 08/16/1991, WARREN F BATEMAN, TRUSTEE
WARREN J EIDE

WARREN R & PATRICIA M PHELPS REVOCABLE TRUST 07/06/89 U-A, WARREN R PHELPS, PATRICIA M PHELPS, TRUSTEES
WARREN R PHELPS AND PATRICIA M PHELPS WASHINGTON AREA CARPENTERS PENSION FUND
WASHINGTON MUTUAL, INC. CASH B
WATERMAN BROADCASTING CORP EMPLOYEE PROFIT SHARING PLAN U/A 01/01/1974
WATERMAN BROADCASTING CORPORATION
WATERMAN BROADCASTING INVESTMENT CORPORATION
WAVERING FAMILY CHARITABLE FOUNDATION DATED 07/24/1990, THE NORTHERN TRUST COMPANY, TRUSTEE
WAYNE AND GRACE WILLEMS MANAGEMENT TRUST, WAYNE AND GRACE WILLEMS, TRUSTEES
WAYNE BANK
WAYNE D. REID, II
WAYNE F DOMAZ IRA, FCC, CUSTODIAN
WAYNE HUMMER TRUST CO NA
WAYNE R. WEIGAND
WEALTH MANAGEMENT SERVICES
WEDBUSH SECURITIES, INC. F/K/A WEDBUSH MORGAN SECURITIES, INC.
WEED LIV TRUST U/A DTD 08-01-90, ROBERT N WEED, MARJORIE L WEED, MARGO WEED, TRUSTEES
WEEGE FAMILY TRUST U/A 6/21/89, REINHOLD WEEGE AND SHELLEY WEEGE, TRUSTEES
WEINSTEIN FAMILY CHARITABLE FOUNDATION
WEINTRAUB CAPITAL MANAGEMENT
WEISS FAMILY FOUNDATION
WEISS MULTI-STRATEGY PARTNERS LLC
WELCH & FORBES LLC
WELLMARK HEALTH PLAN OF IOWA, INC.
WELLMARK, INC.
WELLPOINT, INC. F/K/A WELLPOINT HEALTH NETWORKS INC. D/B/A CALIFORNIACARE HEALTH PLANS
WELLS FARGO ADVANTAGE ASSET ALLOCATION FUND
WELLS FARGO ADVANTAGE DIVERSIFIED STOCK PORTFOLIO
WELLS FARGO ADVANTAGE INDEX PORTFOLIO
WELLS FARGO BANK, N.A.
WELLS FARGO BANK, N.A. F/K/A WACHOVIA BANK, N.A.
WELLS FARGO BANK, N.A. F/K/A WACHOVIA BANK, N.A. CMC-NORTHEAST
WELLS FARGO FUNDS TRUST (DISCIPLINED SMALL-MID VALUE)
WELLS FARGO FUNDS TRUST (EVERGREEN EQUITY INDEX FUND)
WELLS FARGO FUNDS TRUST (EVERGREEN MARKET INDEX FUND)
WELLS FARGO FUNDS TRUST (EVERGREEN MARKET INDEX VALUE)
WELLS FARGO INVESTMENTS, LLC
WELLSPAN HEALTH MASTER TRUST, CURRENT TRUSTEE
WENDI POWER AND SCOTT POWER
WENDY & NATALIE TRUST UW WALTER BLUM, DAVID R COGGINS JR, TRUSTEE
WENDY L. KAISER
WENDY PYE ENTERPRISES LTD

WENDY S AYRES
WERNER H JEAN TRUST U/A DTD 07/22/1994, WERNER H JEAN, TRUSTEE
WESBANCO BANK, INC.
WESTHAB RETIREMENT PLAN, ROBERT L. MILLER, KENNETH BELFER, TRUSTEES
WESTWAYS LIVING TRUST, JOHN R. AND BARBARA Z. WILSON, TRUSTEES
WG TRADING COMPANY LP, ROBB EVANS & ASSOCIATES LLC, RECEIVER
WHEELS COMMON INVESTMENT FUND
WHI GROWTH FUND QP LP
WHITE MOUNTAINS INSURANCE GROUP, LTD
WHITE MOUNTAINS RE BERMUDA LTD
WHITE MOUNTAINS REINSURANCE COMPANY OF AMERICA
WHITE MOUNTAINS REINSURANCE COMPANY OF AMERICA F/K/A FOLKSAMERICA REINSURANCE COMPANY
WHITEBOX CONVERTIBLE ARBITRAGE PARTNERS, LP
WHITEBOX CREDIT ARBITRAGE PARTNERS, L.P.
WHITEBOX DIVERSIFIED CONVERTIBLE ARBITRAGE FUND, LP
WHITEBOX HIGH YIELD FUND, LP
WHITTIER TRUST COMPANY
WILFRED H NELTNER AMENDED RESTATED TRUST AGREEMENT U/A DTD 7/9/82, WILFRED NELTNER, TRUSTEE
WILL K. WEINSTEIN, WILL K. WEINSTEIN REVOCABLE TRUST U/A DTD 2-27-90, WILL K. WEINSTEIN, TRUSTEE
WILLIAM & JANE HAYS CHARITABLE REMAINDER UNITRUST, US BANK, TRUSTEE
WILLIAM A CAREY AND JANET S CAREY TRUST U/A 4/16/90, WILLIAM A CAREY, TRUSTEE
WILLIAM A GRIFFITHS IRA, RAYMOND JAMES & ASSOCIATES, INC., CUSTODIAN
WILLIAM A OSBORN, WILLIAM A OSBORN 2004 TRUST U/A 9/9/04, WILLIAM A OSBORN, TRUSTEE
WILLIAM A. JOBSON III
WILLIAM APFELBAUM
WILLIAM B AYRES IRA, FCC, CUSTODIAN
WILLIAM B DENHART NONQUALIFYING TRUST UNDER WILL OF WILLIAM B DENHART, US BANK, TRUSTEE
WILLIAM BLAIR & CO.
WILLIAM BROSS LLOYD JR. NEW YORK TRUST DATED JULY 18, 1968, THE NORTHERN TRUST COMPANY, TRUSTEE
WILLIAM BROSS LLOYD JR. VERMONT TRUST DATED JULY 18, 1968, THE NORTHERN TRUST COMPANY, TRUSTEE
WILLIAM C HATCH TRUST U/A/D 07/11/96, WILLIAM C HATCH, TRUSTEE
WILLIAM CALDWELL CLAY JR LUCAS FAMILY TRUST U/A DTD 05/01/1967, JEANNETTE C LUCAS, TRUSTEE
WILLIAM CAPLICE REVOCABLE TRUST U/A/D 3/10/1987, JEANNE CAPLICE, TRUSTEE
WILLIAM CARTER
WILLIAM CHOSLOVSKY
WILLIAM D ARVEY TRUST U/A DTD 11/13/1992, WILLIAM D ARVEY, TRUSTEE
WILLIAM D BOYETT AND THERLENE B BOYETT
WILLIAM D JERNIGAN AND JESSIE B JERNIGAN

WILLIAM D MAC DONALD & NANCY L MAC DONALD TRUST UA 7 21, NANCY L. MAC DONALD, TRUSTEE
WILLIAM D. & JESSIE B. JERNIGAN
WILLIAM DEAN HOWELLS AND CHRISTINA HOWELLS
WILLIAM DEAN HOWELLS TRUST, WILLIAM DEAN HOWELLS, BENITHA C. HOWELLS, TRUSTEES
WILLIAM E STEIGER AND BEVERLY STEIGER
WILLIAM E WOLF IRA
WILLIAM E. WITSBERGER
WILLIAM EFFRON KATZIN IRA ROLLOVER, CHARLES SCHWAB & CO INC, CUSTODIAN
WILLIAM F CULLERTON, MSSB, CUSTODIAN
WILLIAM F. WELCH
WILLIAM G MOLLER III IRA, FCC, CUSTODIAN
WILLIAM G. LYCAN REVOCABLE LIVING TRUST, WILUAM G. LYCAN, TRUSTEE
WILLIAM G. PARZYBOK JR.
WILLIAM G. RUPP
WILLIAM H JOHNSON TRUST #92 U/A/D 04/29/92, WILLIAM H JOHNSON, TRUSTEE
WILLIAM H. BROWNE
WILLIAM I BROCKMAN
WILLIAM J SMALL
WILLIAM J. BROWN
WILLIAM J. BYRNES TRUST U/A DTD 11/14/62, WILLIAM J. BYRNES, STEPHANIE B. FLYNN, TRUSTEES
WILLIAM J. HALPIN
WILLIAM J. REINKE
WILLIAM JAMES BELL 1993 TRUST U/A 8/23/93, WILLIAM J BELL, TRUSTEE
WILLIAM JAMES BELL TRUST, WILLIAM J BELL, TRUSTEE
WILLIAM K MCGEE JR
WILLIAM K. SCHAEFER
WILLIAM L & BEVERLY J BREYFOGLE TRUST OF 2010 U/A DTD AUG 25, 2010, WILLIAM L BREYFOGLE, BEVERLY J BREYFOGLE, TRUSTEES
WILLIAM L HARKE SR R/O IRA, FCC, CUSTODIAN
WILLIAM M DAVENPORT TRUST UNDER WILL OF THOMAS CARRTER LUPTON, BRETT W ROUSCH, TRUSTEE
WILLIAM M VANNEMAN TRUST AMENDED 6/1/2007 U/A 5/6/92, W M VANNEMAN, W VANNEMAN JR, TRUSTEES
WILLIAM M. BRACHFELD
WILLIAM MEYER IRRRA, MERRILL LYNCH, PIERCE, FENNER & SMITH, CUSTODIAN FPO
WILLIAM MURPHY & BARBARA MURPHY
WILLIAM O HOWE IRA, VANGUARD FIDUCIARY TRUST CO, CUSTODIAN
WILLIAM P MUMMA AND KATHLEEN A MUMMA
WILLIAM P WEBER TRUST U/A/D 11-02-2007, WILLIAM P WEBER, TRUSTEE
WILLIAM P. HAMMOND TRUST U/A DTD 08/11/1992, WILLIAM P. HAMMOND, TRUSTEE
WILLIAM P. JORDAN AND DORIAN S. JORDAN
WILLIAM R HOUGH CHARITABLE REMAINDER TRUST U/A DTD 12/21/2001, JEFFREY P MCCLANATHAN, TRUSTEE
WILLIAM R. BARTON
WILLIAM R. HOUGH
WILLIAM R. LUMMIS, SR.

WILLIAM RAMSEY REVOC TRUST U/A DTD 12/27/2000, WILLIAM RAMSEY, TRUSTEE
WILLIAM RANDOLPH AND MARGARET MAY WALTON
WILLIAM S O'REILLY AND DANIEL JOSEPH O'REILLY MD, TRUSTEES
WILLIAM S O'REILLY TRUST U/A 6/23/04 FBO WILLIAM S O'REILLY, WILLIAM S O'REILLY, TRUSTEE
WILLIAM SANDERSON TWADDELL
WILLIAM SANDERSON TWADDELL IRREVOCABLE PRESENT INTEREST TRUST, DATED DECEMBER 27, 1983 (A/K/A WILLIAM H. TWADDELL REV LIVING TRUST U/A DTD 05/10/2004 AND WILLIAM S. TWADDELL UTMA DC), WILLIAM H TWADDELL, TRUSTEE
WILLIAM STEIF
WILLIAM STEINER LIVING TRUST U/A 3/16/02, WILLIAM STEINER, TRUSTEE
WILLIAM STEINER LIVING TRUST U/A 8/16/06, WILLIAM STEINER, TRUSTEE
WILLIAM V MONOPOLI AND MARY K MONOPOLI JT WROS
WILLIAM W. HOWELLS
WILLIE H. SHERROUSE
WILLIS & ELSIE SHENK FOUNDATION
WILLOW CREEK CAPITAL PARTNERS
WILLOW CREEK LONG BIASED FUND
WILLOW CREEK OFFSHORE FUND
WILLOWLAKE DEVELOPMENT CORPORATION
WILMA GOETCH AND JAMES GOETCH
WILMINGTON LARGE CAP STRATEGY FUND F/K/A WILMINGTON MULTI-MANAGER MID- CAP FUND
WILMINGTON MID CAP GROWTH FUND F/K/A MTB MID CAP STOCK FUND F/K/A M&T BANK VISION MID CAP STOCK FUND
WILMINGTON MID CAP MULTI MANAGER SERIES
WILMINGTON TRUST CO.
WILMINGTON TRUST CO. AS OWNER AND TRUSTEE OF FORRESTAL FUNDING MASTER TRUST
WILSHIRE MUTUAL FUNDS, INC. (WILSHIRE 5000 INDEX FUND)
WILSHIRE VARIABLE INSURANCE TRUST EQUITY FUND
WILSHIRE VARIABLE INSURANCE TRUST SOCIALY RESPONSIBLE FUND
WILSON MEDICAL CENTER INC.
WINCHESTER EVENING STAR INC.
WINFIELD H JAMES TR/IMA, WINFIELD H JAMES, TRUSTEE
WINSTON B. & KATHRYN M. DITTO TRUST, KATHRYN M DITTO, TRUSTEE
WINTON EVOLUTION PORTFOLIO SPC FBO WINTON EVOLUTION SEGREGATED PORTFOLIO NO 1
WIRTZ CORPORATION
WISCONSIN CARPENTERS PENSION FUND
WISCONSIN REINSURANCE CORP
WM T BURNETT RET PL-HARG
WOLVERINE ARBITRAGE FUND A/K/A
WOLVERINE CONVERTIBLE ARBITRAGE FUND
WOLVERINE TRADING LLC
WOMEN'S DIVISION OF THE UNITED METHODIST BOARD OF GLOBAL MINISTRIES

WOO B CHOI ROLLOVER IRA, TD AMERITRADE INC, CUSTODIAN
WOODMONT INVESTMENTS LTD
WOODS FUND OF CHICAGO
WOODS/MITCHELL FAMILY TRUST U/A DTD 01/25/1999, BRENT WOODS AND LAURIE MITCHELL, TRUSTEES
WOJIN CHOI PRINCIPAL
WORLDWIDE TRANSACTIONS LIMITED
WPG ERICOTT MERGER ARBITRAGE OVERSEAS LP - MASTER FEEDER
WPML LIMITED PARTNERSHIP

WR MULTI STRATEGY MASTER FUND WR MARKET NEUTRAL MASTER FUND LTD
WSJ ENTERPRISES INC PRFT SHRNG UAD 10/10/75, WILLIAM S SAPP & DOLORES SAPP TRUSTEES
WSLLC-NICK SHERMAN
WYETH
WYETH MASTER RETIREMENT TRUST, CHRISTI FALLON, TRUSTEE
XIUZHEN KONDOR
YEOMANS FAMILY TRUST U/A 2/22/92, PATRICIA H YEOMANS, TRUSTEE

YIELD STRATEGIES FUND I LP
YNEZ VIOLE O'NEILL
YVONNE A MCCARTER TRAD R/O IRA JPMORGAN CHASE BK CUST
YVONNE SANDERS
ZEBRA MULTI-STRATEGY MASTER FUND LTD.
ZIEGELMAN PARTNERS LP
ZIEGLER FAMILY TRUST A, CURRENT TRUSTEE
ZOLTAN HORVATH AND LIDIA HORVATH
ZOOLOGICAL SOCIETY OF SAN DIEGO
ZUCK FAMILY TRUST, HOWARD ZUCK, BETTY B ZUCK, TRUSTEES

Exhibit B

[illegible]

Subsidiary Guarantors	Subsidiary D&O Defendants ¹														
	Bigelow	Carver	Finke	FitzSimons	Gremillion	Hianik	Hiller	Kenney	Knight	Landon	Malone	Monσμα	Quimby	Reardon	Smith
Internet Foreclosure Service, Inc.	O		D,O			O		O		D					
KIAH Inc.	O					O		D,O						D,O	
KPLR, Inc.	O					O		D,O						D,O	
KSWB Inc.	O					O		D,O						D,O	
KTLA Inc.	O					O		D,O						D,O	
KWGN Inc.	O					O		D,O						D,O	
Los Angeles Times Communications LLC	O			D		O	D,O	O							D
The Morning Call, Inc.	O					O		O							D
New Mass Media, Inc.	O	D,O			D	O		D,O							
Orlando Sentinel Communications Company	O			D		O		O							D
Patuxent Publishing Company	O					O		O					D,O		D ²
Southern Connecticut Newspapers, Inc.	O					D ² ,O		D,O	D			D ⁶ ,O			
Star Community Publishing Group, LLC ⁷	O					O		O	O						
Stemweb, Inc.	O		D,O			O		O		D					
Sun-Sentinel Company	O			D	D	O		O							D
TMLH2, Inc.	O	D,O			D	O		D,O							
TMLS1, Inc.						D ²		D	D			D ⁶			
TMS Entertainment Guides, Inc.	O					O		D,O							D
Tower Distribution Company	O					O		D,O						D	
Tribune Broadcast Holdings, Inc.	O					O		D,O						D,O	
Tribune Broadcasting Company	O			D		O		O						D,O	O
Tribune Broadcasting Holdco, LLC ⁸	O					O		O							
Tribune California Properties, Inc.	O					O		D,O						D,O	

³ Tribune is the sole manager of Eagle New Media Investments, LLC. Kenney authorized the Subsidiary Guarantees on behalf of Eagle New Media Investments, LLC.

⁴ Tribune is the sole manager of Eagle Publishing Investments, LLC. Kenney authorized the Subsidiary Guarantees on behalf of Eagle Publishing Investments, LLC.

⁵ Tribune is the sole member of Hoy Publications, LLC. Kenney authorized the Subsidiary Guarantees on behalf of Hoy Publications, LLC.

⁶ This defendant was not a director as of December 20, 2007.

⁷ Distribution Systems of America is the managing member, and Newport Media, Inc. (now known as Tribune MD, Inc.) is also a member, of Star Community Publishing Group, LLC. Knight authorized the Subsidiary Guarantees on behalf of Star Community Publishing Group, LLC.

⁸ Tribune is the sole member of Tribune Broadcasting Holdco, LLC. Kenney authorized the Subsidiary Guarantees on behalf of Tribune Broadcasting Holdco, LLC.

⁹ Tribune is the sole member of Tribune Finance, LLC. Kenney authorized the Subsidiary Guarantees on behalf of Tribune Finance, LLC.

Exhibit C
List of Insider Payments

	Defendant	Date	Transferor	Form of Transfer/No.	Basis For Transfer*	Total
	Amsden, Harry A.	12/27/07	Tribune Company/Tribune Publishing Company	ACH/3902954	Success Bonus	\$150,000.00
1	Amsden, Harry A. Total					\$150,000.00
	Bigelow, Chandler	12/27/07	Tribune Company	ACH/3903517	Excise Tax Gross Up	\$309,825.00
	Bigelow, Chandler	12/27/07	Tribune Company	ACH/3903517	Success Bonus	\$400,000.00
2	Bigelow, Chandler Total					\$709,825.00
	FitzSimons, Dennis J.	12/27/07	Tribune Company	ACH/3903505	Excise Tax Gross Up	\$5,276,633.00
	FitzSimons, Dennis J.	12/27/07	Tribune Company	ACH/3903505	Executive Transition	\$10,657,500.00
	FitzSimons, Dennis J.	12/27/07	Tribune Company	ACH/3903505	Phantom Equity	\$2,916,666.67
3	FitzSimons, Dennis J. Total					\$18,850,799.67
	Gremillion, Robert J.	12/27/07	Tribune Company/Tribune Publishing Company	ACH/3902951	Success Bonus	\$250,000.00
4	Gremillion, Robert J. Total					\$250,000.00
	Grenesko, Donald C.	12/27/07	Tribune Company	ACH/3903507	Success Bonus	\$400,000.00
	Grenesko, Donald C.	3/28/08	Tribune Company	ACH/4021582	Excise Tax Gross Up	\$817,090.00
	Grenesko, Donald C.	3/28/08	Tribune Company	ACH/4021582	Phantom Equity	\$2,083,333.33
	Grenesko, Donald C.	4/11/08	Tribune Company	ACH/4039776	Excise Tax Gross Up	\$1,888,034.00
	Grenesko, Donald C.	4/11/08	Tribune Company	ACH/4039776	Executive Transition	\$4,403,250.00
5	Grenesko, Donald C. Total					\$9,591,707.33
	Hianik, Mark W.	12/27/07	Tribune Company	ACH/3903542	Success Bonus	\$175,000.00
6	Hianik, Mark W. Total					\$175,000.00
	Hiller, David Dean	7/25/08	Tribune Company/LA Times Communications LLC (Tribune Los Angeles, Inc.)	Check/1117911	Excise Tax Gross Up	\$918,570.00
	Hiller, David Dean	7/25/08	Tribune Company/LA Times Communications LLC (Tribune Los Angeles, Inc.)	Check/1117911	Phantom Equity	\$2,083,333.33
	Hiller, David Dean	8/8/08	Tribune Company/LA Times Communications LLC (Tribune Los Angeles, Inc.)	Check/1120029	Excise Tax Gross Up	\$1,746,940.00
	Hiller, David Dean	8/8/08	Tribune Company/LA Times Communications LLC (Tribune Los Angeles, Inc.)	Check/1120029	Executive Transition	\$3,960,000.00
7	Hiller, David Dean Total					\$8,708,843.33
	Kazan, Daniel G.	12/27/07	Tribune Company	ACH/3903502	Excise Tax Gross Up	\$276,226.00
	Kazan, Daniel G.	12/27/07	Tribune Company	ACH/3903502	Success Bonus	\$350,000.00
8	Kazan, Daniel G. Total					\$626,226.00
	Kenney, Crane H.	12/27/07	Tribune Company	ACH/3903545	Success Bonus	\$600,000.00
9	Kenney, Crane H. Total					\$600,000.00
	Knight, Timothy P.	12/27/07	Tribune Company/Tribune Media Net, Inc.	ACH/3903099	Success Bonus	\$250,000.00
	Knight, Timothy P.	8/8/08	Tribune Company	ACH/4200922	Excise Tax Gross Up	\$735,785.00
	Knight, Timothy P.	8/8/08	Tribune Company	ACH/4200922	Phantom Equity	\$1,666,666.67
	Knight, Timothy P.	8/22/08	Tribune Company	ACH/4219349	Excise Tax Gross Up	\$965,061.00
	Knight, Timothy P.	8/22/08	Tribune Company	ACH/4219349	Executive Transition	\$1,936,000.00
10	Knight, Timothy P. Total					\$5,553,512.67
	Landon, Timothy J.	12/27/07	Tribune Company	ACH/3903250	Success Bonus	\$300,000.00
	Landon, Timothy J.	2/29/08	Tribune Company	Check/1088625	Excise Tax Gross Up	\$644,747.00
	Landon, Timothy J.	2/29/08	Tribune Company	Check/1088625	Phantom Equity	\$1,666,666.67
	Landon, Timothy J.	3/7/08	Tribune Company	ACH/3992031	Excise Tax Gross Up	\$823,691.00
	Landon, Timothy J.	3/7/08	Tribune Company	ACH/3992031	Executive Transition	\$1,826,000.00
11	Landon, Timothy J. Total					\$5,261,104.67
	Leach, Thomas D.	12/27/07	Tribune Company	ACH/3903503	Success Bonus	\$400,000.00
	Leach, Thomas D.	2/15/08	Tribune Company	ACH/3964387	Excise Tax Gross Up	\$711,600.00
	Leach, Thomas D.	2/15/08	Tribune Company	ACH/3964387	Phantom Equity	\$1,666,666.67
	Leach, Thomas D.	2/29/08	Tribune Company	Manual Check/1008113	Excise Tax Gross Up	\$1,114,356.00
	Leach, Thomas D.	2/29/08	Tribune Company	Manual Check/1008113	Executive Transition	\$2,209,680.00
12	Leach, Thomas D. Total					\$6,102,302.67

Exhibit C
List of Insider Payments

	Defendant	Date	Transferor	Form of Transfer/No.	Basis For Transfer*	Total
	Lewin, Luis E.	12/27/07	Tribune Company	ACH/3903525	Success Bonus	\$50,000.00
	Lewin, Luis E.	3/28/08	Tribune Company	ACH/4021664	Excise Tax Gross Up	\$894,221.00
	Lewin, Luis E.	3/28/08	Tribune Company	ACH/4021664	Executive Transition	\$2,415,600.00
13	Lewin, Luis E. Total					\$3,359,821.00
	Mallory, R. Mark	12/27/07	Tribune Company	ACH/3903510	Success Bonus	\$75,000.00
	Mallory, R. Mark	5/16/08	Tribune Company	Check/1106176	Executive Transition	\$978,000.00
	Mallory, R. Mark	5/23/08	Tribune Company	ACH/4094149	Executive Transition	\$500.00
14	Mallory, R. Mark Total					\$1,053,500.00
	Malone, Richard H.	5/30/08	Tribune Company	ACH/4100992	Executive Transition	\$1,200,000.00
15	Malone, Richard H. Total					\$1,200,000.00
	Reardon, John E.	12/27/07	Tribune Company/Tribune Broadcasting Company	ACH/3903307	Success Bonus	\$200,000.00
	Reardon, John E.	2/22/08	Tribune Company/Tribune Broadcasting Company	Check/1087309	Excise Tax Gross Up	\$628,023.00
	Reardon, John E.	2/22/08	Tribune Company/Tribune Broadcasting Company	Check/1087309	Phantom Equity	\$1,500,000.00
	Reardon, John E.	2/29/08	Tribune Company/Tribune Broadcasting Company	Manual Check/1014043	Excise Tax Gross Up	\$1,636,582.00
	Reardon, John E.	2/29/08	Tribune Company/Tribune Broadcasting Company	Manual Check/1014043	Executive Transition	\$3,708,000.00
16	Reardon, John E. Total					\$7,672,605.00
	Smith, Scott C.	7/11/08	Tribune Company/Tribune Publishing Company	Check/1115739	Excise Tax Gross Up	\$780,176.00
	Smith, Scott C.	7/11/08	Tribune Company/Tribune Publishing Company	Check/1115739	Phantom Equity	\$2,083,333.33
	Smith, Scott C.	8/1/08	Tribune Company/Tribune Publishing Company	ACH/4182344	Excise Tax Gross Up	\$1,731,357.00
	Smith, Scott C.	8/1/08	Tribune Company/Tribune Publishing Company	ACH/4182344	Executive Transition	\$4,619,940.00
17	Smith, Scott C. Total					\$9,214,806.33
	Vitanovec, John J.	12/27/07	Tribune Company/Tribune Broadcasting Company	ACH/3903308	Success Bonus	\$300,000.00
	Vitanovec, John J.	9/12/08	Tribune Company/Tribune Broadcasting Company	ACH/4241251	Excise Tax Gross Up	\$500,782.00
	Vitanovec, John J.	9/12/08	Tribune Company/Tribune Broadcasting Company	ACH/4241251	Phantom Equity	\$1,250,000.00
	Vitanovec, John J.	9/26/08	Tribune Company/Tribune Broadcasting Company	ACH/4259228	Excise Tax Gross Up	\$917,934.00
	Vitanovec, John J.	9/26/08	Tribune Company/Tribune Broadcasting Company	ACH/4259228	Executive Transition	\$1,981,450.00
18	Vitanovec, John J. Total					\$4,950,166.00
	Waltz, Kathleen M.	12/27/07	Tribune Company/Orlando Sentinel Communications Company	ACH/3903188	Success Bonus	\$100,000.00
	Waltz, Kathleen M.	2/29/08	Tribune Company/Orlando Sentinel Communications Company	Check/1088627	Phantom Equity	\$416,667.00
	Waltz, Kathleen M.	3/10/08	Tribune Company/Orlando Sentinel Communications Company	Manual Check/1010891	Executive Transition	\$1,636,800.00
19	Waltz, Kathleen M. Total					\$2,153,467.00

* Amounts shown for Excise Tax Gross Up reflect only amounts that are attributable to Success Bonus, Executive Transition, and/or Phantom Equity claims (collectively, the "SEP Transfers"). Therefore, where a defendant received an Excise Tax Gross Up payment that included amounts attributable to both SEP Transfers and non-SEP Transfers, the amount of such payment shown herein has been reduced to exclude the non-SEP Transfer portion.